

FEDERAL REGISTER

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Washington, Thursday, August 13, 1959

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 6—EXCEPTIONS FROM THE COMPETITIVE SERVICE

Department of State

Effective upon publication in the FEDERAL REGISTER, subparagraph (5) is added to § 6.302(p) as set out below.

§ 6.302 Department of State.

(p) *Office of the Assistant Secretary for Administration.* * * *

(5) One Private Secretary to the Assistant Secretary for Administration.

(R.S. 1753, sec. 2, 22 Stat. 403, as amended; 5 U.S.C. 631, 633)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] WM. C. HULL,
Executive Assistant.

[F.R. Doc. 59-6714; Filed, Aug. 12, 1959; 8:52 a.m.]

PART 6—EXCEPTIONS FROM THE COMPETITIVE SERVICE

Housing and Home Finance Agency

Effective upon publication in the FEDERAL REGISTER, subparagraph (6) of § 6.342(a) is revoked.

(R.S. 1753, sec. 2, 22 Stat. 403, as amended; 5 U.S.C. 631, 633)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] WM. C. HULL,
Executive Assistant.

[F.R. Doc. 59-6713; Filed, Aug. 12, 1959; 8:52 a.m.]

PART 24—FORMAL EDUCATION REQUIREMENTS FOR APPOINTMENT TO CERTAIN SCIENTIFIC, TECHNICAL AND PROFESSIONAL POSITIONS

Farm Management Loan Positions

The headnote of § 24.137 is amended to read as follows:

§ 24.137 Farm Management Supervisor, Farm Management Officer, and Farm Management Representative, GS-475-5-15.

(Sec. 11, 58 Stat. 390; 5 U.S.C. 860)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] WM. C. HULL,
Executive Assistant.

[F.R. Doc. 59-6687; Filed, Aug. 12, 1959; 8:48 a.m.]

Title 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATION

[Amdt. 45]

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following miscellaneous amendments have been made to this subchapter:

PART 1—GENERAL PROVISIONS

Subpart C—General Policies

In §§ 1.302-3(c) and 1.302-4 (b) and (d), the terms "Director of Defense Mobilization and ODM" have been revised to read "Director of Civil and Defense Mobilization and ODCDM". A new cross reference has been added in § 1.302-3(e).

Section 1.305 has been revised to broaden and clarify coverage on the use of purchase descriptions. Existing material has been rearranged. The policy relative to the availability of specifications, plans, and drawings has been set forth in § 1.305-3.

New § 1.305-6 includes examples of when the words "or equal" may not be used with the minimum "brand name" description.

Also a subparagraph providing for alternate articles or qualities in both invitations for bids and requests for proposals, has been added, as § 1.305-7.

Section 1.307 has been replaced in its entirety by a new Part 1, Subpart H. The expanded coverage includes minimum standards for responsible prospective contractors, procedures with respect to determinations of responsibility, and policies on pre-award surveys and sub-contractor responsibility.

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Appropriate corrections have been made to cross-references in Parts 1, 2, 3 and 12; they appear in their proper sequence.

A new § 1.314, has been added to provide for the interchange of procurement information between Departments and between procuring activities, where the same item or class of items is being purchased. In negotiated procurements, provision has been made for acquiring the necessary basic information from the prospective supplier. This procedure is responsive, in part, to Finding No. 5 of House Report No. 2660, dated August 18, 1958, entitled "Rocket Launcher Procurement".

A new § 1.315, has been added covering delivery terms in both formal advertising and negotiation. Delivery schedules may be expressed in terms of calendar dates, specified periods from date of contract, and specified periods from date of receipt by contractor of notice of award. Appropriate provisions for inclusion in IFB's and RFP's are furnished. This action was based on consideration of Comptroller General Decision No. B-136303, dated August 4, 1958. The amendments of Subpart C, are as follows:

§ 1.300 [Deletion]

Section 1.300 is deleted.

§ 1.302-3 Production and research and development pools.

(c) *Ascertainment of status.* The contracting officer is responsible for ascertaining whether a group of firms

seeking to do business with the Government is a pool. In ascertaining the status of a group representing that it is a pool, contracting officers may rely on a copy of the SBA or OCDM notification of approval of the pool. Each Department will expeditiously disseminate to contracting officers information received from SBA or OCDM concerning the approval of pools.

(e) *Responsibility of pool members.* Where a member of a production pool has submitted a bid or proposal in its own name, the pool agreement shall be considered in determining its responsibility pursuant to Subpart H of this part.

§ 1.302-4 [Amendment]

In § 1.302-4, wherever the Director of Defense Mobilization and the ODM are used, they should be changed to Director of Civil and Defense Mobilization and the OCDM, respectively.

§ 1.305 Specifications, plans, and drawings.

§ 1.305-1 General.

(a) Plans, drawings, specifications or purchase descriptions for procurements shall state only the actual minimum needs of the Government and describe the supplies and services in a manner which will encourage maximum competition and eliminate, insofar as is possible, any restrictive features which might limit acceptable offers to one supplier's product, or the products of a relatively few suppliers. Items to be procured shall be described by reference to the applicable specifications or by a description containing the necessary requirements.

(b) Many specifications cover several grades or types, and provide for several options in methods of inspection, etc. When such specifications are used, the invitation for bids or request for proposals shall state specifically the grade, type, or method of inspection, etc., on which bids or offers are to be based.

§ 1.305-2 Mandatory specifications.

(a) Except as provided in paragraph (b) of this section the following specifications are mandatory for use by the Department of Defense in the procurement of supplies and services covered by such specifications:

(1) Federal specifications, unless determined by the Department of Defense to be inapplicable for its use; and

(2) Coordinated Military specifications, approved by the Department of Defense for its use.

(b) Federal and Military specifications need not be used for the following unless required by Departmental instructions:

(1) Purchase incident to research and development;

(2) Purchase of items for test or evaluation;

(3) Purchase of laboratory test equipment for use by Government laboratories.

(4) Purchase of items for authorized resale except military clothing;

(5) Purchase of items in an amount not to exceed \$2,500 (multiple small purchases of less than \$2,500 of the same item shall not be made for the purpose of avoiding the use of Federal or Military specifications);

(6) Purchase of one-time procurement items; or

(7) Purchase of items for which it is impracticable or uneconomical to prepare a specification (repetitive use of a purchase description containing the essential characteristics of a specification will be construed as evidence of improper use of this exception).

(c) If it is determined, in accordance with the procedures established under the Defense Standardization Program by the Assistant Secretary of Defense (Supply and Logistics), that the specifications listed in (a) above do not meet the particular or essential needs of a bureau, service, or command, then (except as provided in paragraph (b) of this section) applicable interim Federal specifications or limited coordinated Military specifications should be used.

(d) Whenever a specification is found to be inadequate, immediate action shall be taken to effect the issuance of an amendment or a revision in accordance with established procedures to obviate the necessity for repeated departures from the specification.

§ 1.305-3 Availability of specifications, plans, and drawings.

Invitations for bids and requests for proposals will:

(a) So far as practicable, be accompanied by all applicable specifications, plans, and drawings, and shall so state that fact;

(b) State the exact locations where all applicable specifications, plans, and drawings may be obtained by prospective contractors and that such specifications, plans, and drawings were not furnished with the invitation for bids or request for proposals; or

(c) If distribution of applicable specifications, plans, or drawings is impracticable, state a reasonable number of locations at which they may be examined.

§ 1.305-7 Alternate articles or qualities.

Invitations for bids and requests for proposals may provide for alternate bids or proposals on different articles or qualities of material, e.g., where two or more articles will be equally acceptable to the Government depending upon relative price. However, the alternate articles or qualities must be precisely described to assure that the same degree of competition is obtainable on the alternate bids or offers as is obtainable on the basic articles described.

§ 1.307 [Reserved]

§ 1.314 Exchange of purchase information.

(a) Where the same item or class of items is being purchased by more than one Military Department, or by more

than one procuring activity within a Department, the exchange and coordination of pertinent information between these Departments or procuring activities is desirable to promote uniformity of treatment of major issues and the resolution of particularly difficult or controversial issues. Generally, for a substantial purchase of a major item, the purchasing activity should request appropriate information from other purchasing activities responsible for buying similar items. Each activity receiving such requests shall furnish the information requested, if available. Such exchange and coordination of information is particularly beneficial during the procurement planning or pre-solicitation period.

(b) In negotiated procurement where available information from Government sources is inadequate, and in order to obtain basic information for the development of further data, the contracting officer, early in the negotiation with a prospective supplier, should inquire into previous contracts between that supplier and the Government for the same or similar items. In appropriate cases the request for proposals may contain a requirement that the offeror furnish information as to whether or not it has previously furnished the same item to any Government agency, and if so, identify recent contracts under which such items were furnished by contract numbers, dates, and purchasing activities.

§ 1.315 Delivery schedules.

§ 1.315-1 General.

(a) The time of delivery or performance is an essential element for inclusion in a contract and must be clearly set forth in invitations for bids and requests for proposals. Delivery and performance schedules shall be designed to meet the requirements of the particular procurement, with due regard to applicable transportation factors as stated in § 1.306, and must be realistic. Delivery and performance schedules which are unreasonably tight or difficult of attainment are inimical to full competition, inconsistent with small business policies (see § 1.702(b)(3)), and may result in higher contract prices. Therefore, prior to issuing an invitation for bids or request for proposals, the contracting officer shall question any delivery requirement which appears unrealistic, and, if necessary, initiate action to make appropriate adjustments.

(b) Where timely delivery or performance is unusually important to the Government, liquidated damages provisions may be used as provided in § 1.313.

(c) Invitations for bids and requests for proposals shall inform bidders or offerors of the basis on which their bids or proposals will be evaluated with respect to time of delivery.

§ 1.315-2 Terms.

(a) Delivery schedules may be expressed in terms of—

(1) Specific calendar dates (e.g., on or before July 1, 1960);

(2) Specified periods from date of contract (i.e., date of award or acceptance by the Government, or date shown

on contract document as effective date of contract); or

(3) Specified periods from date of receipt by contractor of notice of award or acceptance by the Government (including notice by receipt of contract document executed by the Government).

The full period which the Government holds out as being available for contract performance should not be curtailed to the prejudice of the contractor by delay in giving notice of award. Accordingly, one of the provisions in (b) or (c) below shall be used in advertised procurements and may be suitably modified and used in appropriate negotiated procurements (other than small purchases).

(b) Where the delivery schedule is in terms of specific calendar dates, invitations for bids will include one of the following provisions:

(1) "The foregoing delivery requirements are based on the assumption that the Government will make award by [purchasing activity insert calendar date]. Each delivery date in the delivery schedule set forth herein will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to paragraph 8(d) of the Terms and Conditions of the Invitation for Bids, which provides that a written award mailed or otherwise furnished to the successful bidder results in a binding contract. Therefore, in computing the available time for performance, the bidder should take into consideration the time required for notice of award to arrive through the ordinary mails."

(2) "The foregoing delivery requirements are based on the assumption that the successful bidder will receive the notice of award by [purchasing activity insert calendar date]. The Government will extend each delivery date in the delivery schedule set forth herein by the number of calendar days after the above date that the contractor receives notice of award: *Provided*, That the contractor promptly acknowledges such receipt."

(c) Where the delivery schedule is based on the date of contract (see paragraph (a)(2) of this section, the invitations for bids will include the following provision:

Attention is directed to paragraph 8(d) of the Terms and Conditions of the Invitation for Bids, which provides that a written award mailed or otherwise furnished to the successful bidder results in a binding contract. Therefore, in computing the time available for performance, the bidder should take into consideration the time required for the notice of award to arrive through the ordinary mails.

(d) Where the delivery schedule is based on the date of the contract (see paragraphs (a)(2) and (c) of this section), the contract, notice of award, acceptance of proposal, or other contract document executed by the Government shall be mailed or otherwise furnished the contractor on the day it is dated.

(e) Where the delivery schedule is based on date of receipt by the contractor of notice of award (see paragraph (a)(3) of this section), or where it is expressed in terms of specific calendar dates on the assumption that notice of

award will be received by a specified date (see paragraph (b)(2) of this section), the notice of award, acceptance of proposal, or other contract document executed by the Government shall be sent by certified mail, return receipt requested, or shall be accompanied by a date of receipt acknowledgment card in accordance with Departmental procedures.

Subpart G—Small Business Concerns

Sections 1.701-1(a) and 1.706-5(c) have been revised to incorporate the new definition of small business concerns in the construction industry as furnished by the Small Business Administration. Inasmuch as the definition was previously distributed by the Assistant Secretary of Defense (Supply and Logistics) for implementation by 2 March 1959, the revised paragraphs are effective upon receipt. These revised paragraphs now read as follows:

§ 1.701 Definitions.

As used throughout this subpart, the following terms shall have the meanings set forth below.

§ 1.701-1 Small business concern.

(a) *General definition.* A small business concern is a concern that (1) is not dominant in its field of operations and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by SBA, except that a small business concern in the construction industry is a concern that (i) is independently owned and operated, (ii) is not dominant in its field of operation, and (iii) the average annual receipts of the concern and its affiliates for the preceding three years are \$5,000,000 or less.

§ 1.705-6 Certificates of competency.

(a) SBA has the statutory authority to certify the competence of any small business concern as to capacity (see § 1.903-1(c)) and credit (see § 1.903-1(b)). Contracting officers shall accept SBA certificates of competency as to capacity and credit as conclusive: *Provided*, If the contracting officer has substantial doubts as to the firm's ability to perform, he shall prior to award refer the matter to higher authority in accordance with Departmental procedures.

§ 1.706-5 Total set-asides.

(c) In procurements involving total set-asides for small business, each Invitation for Bids or Request for Proposals shall contain substantially the following notice:

NOTICE OF SMALL BUSINESS SET-ASIDE

Bids or proposals under this procurement are solicited from small business concerns only and this procurement is to be awarded only to one or more small business concerns. This action is based on a determination by the contracting officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of government procurement is placed with

small business concerns. A small business concern is a concern that—

(i) Is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or

(ii) Is certified as a small business concern by the Small Business Administration.

In addition to meeting these criteria, a dealer submitting bids or proposals in its own name must be a regular dealer (non-manufacturer) and agree to furnish the product of a small business manufacturer or producer in the performance of the contract: *Provided*, That this requirement as to dealers does not apply to construction or service contractors. The right is reserved to reject any or all bids or proposals when it is in the interest of the Government to do so. Bids or proposals received from firms which are not small business concerns shall be considered nonresponsive.

For construction contracts, (i) and (ii) of the foregoing notice and the first sentence following (ii) of the notice should be deleted and the following substituted therefor:

(i) Is independently owned and operated;
(ii) Is not dominant in its field of operation; and

(iii) The average annual receipts of the concern and its affiliates for the preceding three years are \$5,000,000 or less.

Subpart H—Labor Surplus Area Concerns [Reserved]

Subpart I—Responsible Prospective Contractors

§ 1.900 Scope of subpart.

This subpart sets forth (a) general policy with respect to responsibility of prospective contractors, (b) minimum standards for responsible prospective contractors, (c) requirements and procedures for determination of responsibility, and (d) policy with regard to determination of subcontractor responsibility.

§ 1.901 Applicability.

This subpart applies to procurements from contractors located in the United States, its Territories, its possessions, or Puerto Rico; and will be applied in other places except where inconsistent with the laws and customs of the place where the prospective contractor is located. It is not applicable to procurements from (a) other governments, including state and local governments; (b) Canadian Commercial Corporation; (c) other United States Government departments and agencies, or their instrumentalities (such as Federal Prison Industries, Inc.); or (d) National Industries for the Blind.

§ 1.902 General policy.

Purchases shall be made from, and contracts shall be awarded only to, responsible prospective contractors. A responsible prospective contractor is one which meets the minimum standards set forth in § 1.903, and such additional standards as may be prescribed by overseas commanders and for specific procurements by purchasing activities.

§ 1.903 Minimum standards for responsible prospective contractors.

§ 1.903-1 General standards.

Except as otherwise provided in this § 1.903, a prospective contractor must—

(a) Be a manufacturer, construction contractor, or regular dealer, as defined in § 1.201-9 (this standard is not applicable to procurements of personal or professional services, or nonpersonal services in which the primary purpose is the rendering of the service rather than the manufacture or supply of material or equipment, or the construction of public works, facilities, or vessels);

(b) Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract (see Defense Contract Financing Regulations, Part II, AR 715-6, NPD 31-001, and AFR 173-133, December 17, 1956, and any amendments thereto. See also §§ 1.903-3 and 1.905-2, and, for SBA certificates of competency, § 1.705-6);

(c) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments, commercial as well as governmental (for SBA certificates of competency, see § 1.705-6);

(d) Have a satisfactory record of performance (Contractors who are seriously delinquent in current contract performance, when the number of contracts and the extent of delinquencies of each are considered, shall, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor, be presumed to be unable to fulfill this requirement (d). See §§ 1.905-2 and 1.905-4(d);

(e) Have a satisfactory record of integrity;

(f) Appear to be able to conform to the requirements of the standard non-discrimination clause (see § 12.802); and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

§ 1.903-2 Additional standards for production, construction, and research and development contracts.

In addition to the standards in § 1.903-1, in procurements involving production, construction, and research and development work (and in other procurements as appropriate), a prospective contractor must—

(a) Have the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them (this standard includes, where appropriate, such elements as adequacy of production control procedures; quality assurance measures, including materials produced by subcontractors; etc. See § 1.903-3); and

(b) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (where a prospective contractor proposes to use the facilities or equipment of another concern (not a subcontractor) or an affiliate of the prospective contractor (see § 2.201(c)(17)), all existing business arrangements, firm or contingent, for the use of such facilities or equipment shall be considered in determining the ability of the prospective contractor to perform the contract. See § 1.903-3).

§ 1.903-3 Ability to meet certain minimum standards.

Except to the extent that a prospective contractor proposes to perform the contract by subcontracting (see § 1.906), acceptable evidence of his "ability to obtain" resources, equipment, facilities, personnel, etc., (see §§ 1.903-1(b) and 1.903-2) shall generally be a commitment or explicit arrangement, which will be in existence at the time the contract is to be awarded, for the rental, purchase or other acquisition of such resources, equipment, facilities, or personnel.

§ 1.903-4 Affiliated concerns.

Affiliated concerns (see § 2.201(c)(17)) shall be considered as separate entities in determining whether the one of them which is to perform the contract meets the applicable standards for a responsible prospective contractor (but see § 1.701-1 with respect to status as a small business concern).

§ 1.904 Determinations of responsibility and nonresponsibility.

§ 1.904-1 Requirement.

Except as otherwise provided in § 1.904-2, no purchase shall be made from, and no contract shall be awarded to, any person or firm unless the contracting officer first makes, signs, and places in the contract file, an affirmative determination that the prospective contractor is responsible within the meaning of §§ 1.902 and 1.903. Where a bid or offer on which an award would otherwise be made is rejected because the prospective contractor is found to be nonresponsible, a determination of non-responsibility shall be made, signed, and placed in the file. The determination of responsibility or nonresponsibility shall contain a statement justifying the determination. Any supporting documents or reports, including any pre-award survey reports (see § 1.905-4) and SBA certificates of competency (see § 1.705-6), shall be attached to the determination.

§ 1.904-2 Exceptions.

Written determinations of responsibility need not be made in the case of—

- (a) Purchases and contracts estimated to amount to less than \$10,000; or
- (b) Orders under existing Government contracts.

However, contracting officers shall not knowingly make any purchases from, or award contracts to, persons or firms other than responsible prospective contractors, notwithstanding the exceptions in this section.

§ 1.905 Procedures for determining responsibility of prospective contractors.

§ 1.905-1 General.

(a) Before making determinations of responsibility (see § 1.904), the contracting officer shall have in his possession or obtain information sufficient to satisfy himself that a prospective contractor currently meets the minimum standards set forth in § 1.903, to the extent that such standards are applicable to a specific procurement.

(b) Maximum practicable use will be made of information on file or within the

knowledge of personnel in the Department of Defense to the extent that such information is currently valid. Each Department shall maintain such records and experience data as may be useful for the guidance of contracting officers in the placement of new procurements in the manner and at such level as the Department deems appropriate, and shall inform its contracting officers and the other Departments of the means of access to such records and data. Upon request of any contracting officer in the Department of Defense, information in such records and data shall be expeditiously furnished in the form developed by the providing Department (see § 1.314).

(c) Each purchasing activity shall provide for the maintenance of appropriate records to insure the availability of contractor performance history. Special attention shall be paid to, and more detailed records maintained on, contractors whose past performance is questionable and new contractors whose reliability is yet unestablished.

(d) Generally, information necessary to make determinations of responsibility shall be obtained only concerning prospective contractors within range for an award, except where prequalification procedures are authorized by this Subchapter or by Departmental procedures.

§ 1.905-2 When information will be obtained.

Generally, information regarding the responsibility of a prospective contractor (including Pre-Award Surveys (see § 1.905-4) when deemed necessary) shall be obtained promptly after bid opening or receipt of proposals. However, in negotiated procurements, especially those involving research and development, such information may be obtained before the issuance of requests for proposals. Notwithstanding the foregoing, information regarding financial resources (see § 1.903-1(h)) and performance capability (see § 1.903-1(c)) shall be obtained on as current a basis as feasible with relation to the date of contract award.

§ 1.905-3 Sources of information.

Information regarding the responsibility of prospective contractors shall be sought among the following sources before considering performance of a Pre-Award Survey (see § 1.905-4):

(a) *From the prospective contractor.* Including representations and other information contained in or attached to bids and proposals; replies to questionnaires; financial data, such as balance sheets, profit and loss statements, cash forecasts, financial history of the contractor and affiliated concerns; current and past production records; personnel records; and lists of tools, equipment, and facilities; written statements or commitments concerning financial assistance and subcontracting arrangements; and analyses of operational control procedures. Where it is considered necessary by the contracting officer to prevent practices prejudicial to fair and open competition or for other reasons, prospective contractors may be required to submit affidavits concerning their ability to meet any of the minimum

standards set forth in § 1.903, and company ownership and control (but see § 2.201(c)(17)).

(b) *Existing information within the Department of Defense.* Including records on file and personal knowledge of personnel (including the contracting officer) within the purchasing activity making the procurement and other purchasing and related activities; military audit agencies; offices concerned with contract financing; the Joint Consolidated List of Debarred, Ineligible, and Suspended Contractors (see § 1.601); and, records and experience data (see § 1.905-1).

(c) *Publications.* Including credit ratings; trade and financial journals; business directories and registers; and Synopses of U.S. Government Proposed Procurements, Sales and Contract Awards (see § 2.206).

(d) *Other sources.* Including suppliers, subcontractors, and customers of the prospective contractor; banks and financial companies; commercial credit agencies; Government departments and agencies; purchasing and trade associations; better business bureaus and chambers of commerce.

§ 1.905-4 Pre-award surveys.

(a) *General.* A pre-award survey consists of an inspection of the plants and facilities with which the prospective contractor proposes to perform a contract, including personal interviews with contractor personnel.

(b) *Circumstances under which performed.* Generally, pre-award surveys will be performed when the sources mentioned in § 1.905-3 do not yield sufficient information to enable a contracting officer to make a determination regarding the responsibility of a prospective contractor. (But see paragraph (d) of this section). Pre-award surveys shall not be performed for procurements listed in § 1.904-2 except (1) where the procurement involves the handling of classified matter or research and development work, (2) for the purpose of checking information tending to indicate that a prospective contractor is not responsible, or (3) as may be deemed essential by the contracting officer to obtain information which cannot be otherwise acquired.

(c) *Matters to be covered.* Pre-award surveys shall cover matters upon which—

(1) Current information is not available from the sources listed in § 1.905-3;

(2) Information available from such sources is insufficient, in the opinion of the contracting officer, to support a determination of responsibility; or

(3) Circumstances indicate the desirability of verification of information received from such sources.

(d) *Workload and financial capacity.* Regardless of the apparent sufficiency of information obtained from sources listed in § 1.905-3 indicating responsibility with respect to the standards set forth in § 1.903-1 (b) and (c), and in procurements which are significant either in dollar value or in the critical nature of the requirement, consideration shall be given to verification of information regarding workload and financial

capacity by means of a pre-award survey with regard to such standards.

(e) *Interdepartmental coordination.* Pre-award surveys by one Department for another, or by any procuring or finance activity for another within a Department, may be made on a non-reimbursable basis. Such surveys shall be authorized to the extent practicable whenever such interchange will result in economy or increased efficiency, or will eliminate duplication of effort.

§ 1.906 Subcontractor responsibility.

To the extent that a prospective contractor proposes to perform the contract by subcontracting, determinations of prospective subcontractors' responsibility may be necessary in order to determine the responsibility of the prospective prime contractor. Determinations concerning prospective subcontractors' responsibility shall generally be a function performed by prospective prime contractors. (But see §§ 1.603-1(d) and 1.605-3(b) relating to approval of subcontractors listed on the Joint Consolidated List of Debarred, Ineligible, and Suspended Contractors.) Prospective prime contractors may be required to (a) indicate the responsibility of proposed subcontractors in writing, or (b) show evidence of an acceptable and effective purchasing and subcontracting system encompassing a method for determining subcontractor capability.

§ 1.907 Disclosure of pre-award data.

Data, including information obtained from a pre-award survey, leading to a determination of the responsibility of prospective contractors shall not be released outside the Government and shall not be made available for inspection by individuals, firms or trade organizations: *Provided*, That such data may be disclosed to, or summarized for other elements within the Government on their request. Such information shall be made available to Department of Defense procurement personnel upon request in accordance with § 1.905-1. In making a determination of responsibility, information disclosed by such data may be discussed with the prospective contractor as necessary.

PART 2—PROCUREMENT BY FORMAL ADVERTISING

Subpart A—Use of Formal Advertising

A new cross-reference has been added to § 2.103(e), as follows:

§ 2.103 General requirements for formal advertising.

* * * * *

(e) Award has been made to that responsible bidder (see § 1.902) whose bid, conforming to the invitation for bids, will be most advantageous to the Government, price and other factors considered, as prescribed in Subpart D, of this Part 2.

Sections 2.201(c)(13) and (17); and § 2.403 have been revised to state affirmatively that "failure to submit the bond on time is cause for a rejection of the bid." These changes were made in response to Decision No. B-137319, issued

by the Comptroller General on February 5, 1959. Inasmuch as this decision established a rule which is to apply to invitations for bids issued after April 5, 1959, the above changes have been furnished to the Departments for implementation, and are therefore, currently in effect. Section 2.404-1 has been deleted to remove "failure to furnish bid bond" from the classification "Minor Informalities or Irregularities in Bids".

Subpart B—Solicitation of Bids

§ 2.201 Preparation of forms.

(c) *Schedule.* * * *

(13) Bond and surety requirements, if any. (If a bid bond is required, the invitation shall state that failure to submit the bond on time is cause for a rejection of the bid. See § 2.403.)

(17) When considered necessary by the contracting officer to prevent practices prejudicial to fair and open competition (see § 2.403) a requirement that each bidder submit with its bid an affidavit concerning its affiliation with other concerns. To accomplish the foregoing, a paragraph substantially as follows may be included in the Schedule or other appropriate place in the Invitation for Bids:

Subpart D—Opening of Bids and Award of Contracts

§ 2.403 Rejection of bids.

Where it is determined after opening but prior to award that the requirements of § 2.201(d) have not been met, the invitation for bids shall be cancelled. Any bid which does not, when considered with the invitation for bids, sufficiently describe the item being offered, or which does not otherwise conform to the essential requirements of the Invitation for Bids, shall be rejected (but see § 2.404). Where a bid bond is required and a bidder fails to furnish the bond in accordance with the requirements of the invitation, the bid shall be rejected unless failure of the bid bond to arrive on time was due solely to a delay in the mails for which the bidder was not responsible. Where a bidder conditions or qualifies its bid by stipulations which modify the requirements of the invitation, such bid shall be rejected as being nonresponsive. However see § 2.410 with respect to public disclosure of descriptive literature or material submitted by a bidder on a restrictive basis. An example of such a nonresponsive bid is one in which the bidder stipulates that its bid is to be considered only if prior to the date of award the bidder receives (or does not receive) award under a separate procurement being conducted. All bids may be rejected by the contracting officer (a) when rejection is in the interest of the Government, or (b) when he finds in writing that the bids are not reasonable or were not independently arrived at in open competition or are collusive, or were submitted in bad faith: *Provided*, That, if negotiation is to be used after any such rejection of all bids, the requirements of § 3.215 must be satisfied. The originals of all rejected

bids, and any written findings with respect to rejection shall be preserved with the papers relating to the proposed purchase.

Sections 2.405-3 and 2.406-1 have been amended as follows:

§ 2.405 Mistakes in bids.

§ 2.405-3 Disclosure of mistakes after award.

When an alleged mistake in bid is disclosed after award has been made, and where other authority available to the military department concerned is lacking or inadequate the case shall be processed in accordance with Part 17 of this subchapter, or, where that part is inadequate, in accordance with Departmental procedures.

§ 2.406 Award.

§ 2.406-1 Responsible bidder.

A "responsible bidder" is a bidder who satisfies the requirements of Part 1, Subpart I of this subchapter (See also Defense Contract Financing Regulations, Part II, AR 715-6 NAVEXOS P-1006 (See NPD 31-001), AFR 173-133, December 17, 1956.)

PART 3—PROCUREMENT BY NEGOTIATION

Subpart A—Use of Negotiation

In § 3.101(b), the cross reference has been changed from § 1.307 to § 1.903. Section 3.101(b) as revised reads as follows:

§ 3.101 Negotiation as distinguished from formal advertising.

(b) Comparison of the business reputations, capabilities, and responsibilities of the respective persons or firms who submit quotations. (See § 1.903);

In § 3.102(d) the cross reference has been changed as follows:

§ 3.102 General requirements for negotiation.

(d) The prospective contractor has been determined to be responsible in accordance with Part 1, Subpart I of this subchapter.

Subpart D—Types of Contracts

Section 3.404-3(d) has been revised to exempt contracts for services in connection with R&D activities and maintenance contracts incident to Government-owned property which are to be performed within a very short span of time. Section 3.404-3(d), as revised, reads as follows:

§ 3.404 Cost-reimbursement type contracts.

§ 3.404-3 Cost-Plus-a-Fixed-Fee Contract.

(d) *Contractors' investment in work-in-process.* (1) It is the policy of the Department of Defense that contractors having cost-reimbursement type contracts should maintain a reasonable investment in the supplies and facilities acquired and in the services rendered in

the performance of such contracts. This investment provides a strong incentive for the contractor to strive for greater efficiency and economy and better management, with resultant lower costs to the Government.

(2) In keeping with this policy, cost-reimbursement type contracts other than those set forth below shall provide for interim payment of not to exceed 80 percent of the costs incurred by the contractor in the performance of the contract:

(i) Contracts under which the contractors receive no fee or profit;

(ii) Contracts with educational institutions or nonprofit organizations;

(iii) Contracts solely for the operation of Government-owned plants or vessels;

(iv) Contracts with small business concerns;

(v) Contracts for research and development which do not provide for quantity production;

(vi) Contracts for performance outside the United States, its Territories, its possessions, and Puerto Rico;

(vii) Contracts having an estimated cost not in excess of \$250,000;

(viii) Contracts for construction and architect-engineer services;

(ix) Contracts for scientific, technical, or engineering services (including systems design and testing and evaluation services);

(x) Contracts calling for maintenance, repair, and overhaul services in which the normal or anticipated time between the furnishing of items by the Government to the contractors for performance of the services and the delivery of the items to the Government after performance is less than three months; or

(xi) As determined by the Secretary concerned, contracts in which the application of the policy set forth in (1) above would impose undue hardship on the contractor or adversely affect the interests of the Government.

The appropriate one of the clauses set forth in § 7.203-4 shall be inserted in all cost-reimbursement type supply contracts. In all other cost-reimbursement type contracts to which the policy set forth in this § 3.404-3(d) applies, insert the clause set forth in § 7.203-4 (a) or (b), appropriately modified.

A new section § 3.406 has been added describing performance incentive and value engineering contracts. Both types are experimental in nature, and it should be noted that approval for their use must come from higher authority. Section 3.406 reads as follows:

§ 3.406 Additional incentives.

§ 3.406-1 General.

In addition to the incentive features inherent in many of the contract types, and combinations thereof, described in §§ 3.403 through 3.405, there are other means of increasing incentives to contractors, which are described below.

§ 3.406-2 Performance-incentive contracts.

(a) *Description.* A performance-incentive contract is a contract which incorporates an incentive to the contractor

to surpass stated targets by providing for increases in the fee or profit to the extent that such targets are surpassed and for decreases to the extent that such targets are not met. Salient features and considerations in the use of this type of contract are as follows:

(1) "Performance," as used in this § 3.406-2, refers not only to the performance of the article being procured, but to the performance of the contractor as well. It includes timeliness of delivery, capability and serviceability of the product, ease and simplicity of operation, economy of maintenance, etc. Performance which is the minimum which the Government will accept shall be mandatory under the terms of the contract and shall receive the minimum profit or fee. Performance which meets the stated targets will warrant the "target" profit or fee. Performance which surpasses these targets will be rewarded by additional profit or fee. The incentive feature (providing for increases or decreases, as appropriate) is applied to performance targets rather than performance requirements.

(2) The incentive feature (when applied to the product) should relate to specific performance characteristics, such as, speed of an aircraft or ship, thrust of an engine, maneuverability of a vehicle, fuel economy, etc. However, higher overall performance of the end item is the primary objective of such contracts. Accordingly, the incentive feature should reflect a balancing of the various characteristics which together account for overall performance, so that no one characteristic will be exaggerated to the detriment of the end item as a whole.

(3) Since performance tests are essential in order to determine the degree of attainment of performance targets, the contract must be as specific as possible in establishing test criteria; such as, conditions of testing, precision of instrumentation, and interpretation of test data.

(4) It is essential that there be explicit agreement between the Government and the contractor as to the effect on performance of contract changes (e.g., pursuant to the Changes clause).

(5) Care must be exercised, in establishing performance criteria, to give recognition to the fact that the contractor should not be rewarded or penalized for attainments of Government-furnished components.

(6) In establishing incentives in connection with delivery schedules, it is important to determine the Government's primary objectives in a given contract. In some instances, earliest possible delivery is of paramount importance. In others, early quantity production is essential. On the other hand, it may be that maintaining an established delivery schedule is all that is desired, and that a bettering of such schedule may disrupt continuity of production or run counter to funding limitations.

(b) *Applicability.* The performance-incentive contract is suitable for use in procurements where it is desired to provide the contractor with an incentive in

the form of financial reward for surpassing stated performance targets, counterbalanced by a penalty in the form of decreased profit or fee for failure to achieve such targets. Such targets may be established as delivery schedules, performance of the end item, or, in the case of research and development contracts, as milestones of accomplishment. This type of contract is perhaps most suitable for use in procurements of major weapon systems wherein there are either substantial development goals or potentialities for improved performance which are of great importance to the Government. This type of contract poses complex problems in contract administration and should be used only after thorough evaluation of all the factors involved in each case by the contracting officer in conjunction with personnel fully qualified in contract pricing.

(c) *Limitations.* (1) Since the performance-incentive feature may result in increased costs, this feature should generally be used with fixed-price incentive (§ 3.403-4) or cost-plus-incentive-fee provisions (§ 3.404-4).

(2) In the case of contracts involving a fee, the maximum fee shall be subject to the administrative limitations stated in § 3.404-3(c).

(3) The performance-incentive contract shall be used only upon the written approval of (i) Office of the Deputy Chief of Staff for Logistics, for the Army; (ii) Office of Naval Material, for the Navy; and (iii) Headquarters, Air Materiel Command, for the Air Force. Submission of requests for approval shall be in accordance with Departmental procedures.

§ 3.406-3 Contracts with value engineering incentives.

(a) *Description.* Value engineering incentive provisions may either require or encourage the contractor to maintain a staff devoting time and effort to "value engineering studies" to reduce costs under the contract in return for which the contractor receives a stated percentage of the resulting savings. A "value engineering study" is an intensive appraisal of all the elements of the design, manufacture or construction, procurement, inspection, installation, and maintenance of an item and its components, including the applicable specifications and operational requirements, in order to achieve the necessary performance, maintainability, and reliability of the item at minimum cost. The purpose of value engineering is to make certain that every element of cost (e.g., labor, material, supplies, styling, and services) contributes proportionately to the function of the item. The Government shall make reasonable efforts to expedite the analysis of each study submitted by the contractor. Where a change recommended by a study is adopted, a change order is issued under the Changes clause, together with a reduction in the contract price corresponding to the agreed percentage of the cost reduction. The Government does not have to adopt any study and failure to do so is not subject to the Disputes clause of the contract.

(b) *Applicability.* Value engineering incentive provisions are suitable primarily where the items being procured are covered by firm Government specifications.

(c) *Limitations.* Value engineering incentive provisions shall be used only upon the written approval of the Head of a Procuring Activity.

Subpart H—Price Negotiation Policies and Techniques

Additional cross-references have been added to § 3.802-2 and reference to § 1.307 has been deleted from § 3.802-2. § 3.802-2, as revised, reads as follows:

§ 3.802 Preparation for negotiation.

§ 3.802-2 Selection of prospective sources.

Selection of qualified sources for solicitation of proposals is basic to sound pricing. Proposals should be invited from a sufficient number of competent potential sources to insure adequate competition. (See also §§ 1.302, 1.902, 3.101, 3.104, 3.105, and 12.102 of this subchapter.)

PART 6—FOREIGN PURCHASES

Section 6.104-4 has been revised to provide a mandatory uniform system, under which contracting offices will automatically combine the differential percentages to be added to foreign bids or proposals for evaluation when domestic Small Business or Labor Surplus Areas bids or proposals are involved in Buy American Act procurements.

Subpart A of Part 6 has been revised to provide that with respect to supplies of mutual interest to the United States and Canada as set forth on lists promulgated by each Military Department, neither price differentials nor duty shall be added in evaluating Canadian bids and proposals. In addition, Canadian components for such supplies shall be considered to be of domestic origin for the purpose of determining whether a domestic source end product is being offered. With respect to supplies not on the lists referred to above, duty alone shall be added. Canadian components for these supplies, if on the lists referred to above, shall be considered to be of domestic origin for the purpose of determining whether a domestic source end product is being offered. With respect to the changes in the Buy American Act clause, existing Standard or Department of Defense Forms containing the superseded clause are not to be physically changed, but the revised clause is to be set forth, by means of an alternate contract provision. An appropriate revision has also been made to Subpart E of Part 6. These new procedures do not apply to construction contracts. The mandatory effective date will be July 1, 1959 or such earlier date as the Military Department concerned may direct.

In consonance with Presidential Proclamation No. 3279 of March 10, 1959, it has been determined that petroleum shall be excepted from the Buy American Act and § 6.105 has been amended accord-

ingly. This change was effective April 1, 1959.

The revised portions of Part 6 now read as follows:

Subpart A—Buy American Act— Supply and Service Contracts

§ 6.101 Definitions.

(e) "Canadian end product" means an unmanufactured end product mined or produced in Canada, or an end product manufactured in Canada if the cost of its components which are mined, produced, or manufactured in Canada or the United States exceeds 50 percent of the cost of all its components.

(f) "Foreign end product" means an end product other than a domestic source end product.

(g) "Domestic bid" means a bid or offered price for a domestic source end product, including transportation to destination.

(h) "Foreign bid" means a bid or offered price for a foreign end product, including transportation to destination and duty (whether or not a duty-free entry certificate may be issued).

§ 6.103 Exceptions.

§ 6.103-5 Canadian supplies.

(a) The Secretaries of the Departments have determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act to the acquisition of supplies mined, produced, or manufactured in Canada, where such supplies are of a military character or are involved in programs of mutual interest to the United States and Canada, and are included in a list approved by the Secretary concerned. Each Department shall maintain a list of such supplies.

(b) The Secretaries of the Departments have also determined that, as to the acquisition of Canadian end products other than those included in the lists described in (a) above, it would be inconsistent with the public interest to apply the restrictions of the Buy American Act: *Provided*, That applicable duty (whether or not a duty-free entry certificate may be issued) shall be included in evaluating bids offering such Canadian supplies.

(c) (1) In accordance with paragraph (a) of this section the contracting officer shall—

(i) Where listed supplies are being procured as end items, treat the listed supplies as domestic source end products (if they are Canadian end products as defined in § 6.101(e)) and treat all components thereof which are mined, produced, or manufactured in Canada as though they were mined, produced, or manufactured in the United States; and

(ii) Where listed supplies are not being procured as end items but are incorporated in the end items being procured (whether or not the end items are listed), treat such components (if they are mined, produced, or manufactured in Canada) as having been mined, produced, or manufactured in the United States.

(2) Except as provided in subparagraph (1) of this paragraph, or unless they are of a class or kind described in § 6.103-2, components of Canadian origin shall be considered to be components of foreign origin.

(d) The above exceptions from the "Buy American Act" applicable to Canadian supplies and the special procedures relating thereto which are set forth in this part are not intended to apply to or affect determinations made with respect to, items contained in the list set forth in § 6.105.

§ 6.104 Procedures.

§ 6.104-1 Applicability.

The following procedures apply to all contracts involving the procurement of supplies except contracts exclusively for articles, materials, or supplies; for use outside the United States (but see § 6.103-5(a)).

§ 6.104-4 Evaluation of bids and proposals.

(a) In accordance with the Buy American Act, the Secretaries of the Departments have determined that where the following procedures result in the acquisition of foreign end products, the acquisition of domestic source end products would be (1) unreasonable in cost or (2) inconsistent with the public interest (see §§ 6.103-3 and 6.103-5).

(b) Except as provided in paragraph (d) of this section, bids and proposals shall be evaluated so as to give preference to domestic bids. For the purpose of evaluation, a factor of 6 percent of each foreign bid (which does not offer a Canadian end product) shall be added to that foreign bid, except that where the firm submitting the low acceptable domestic bid is a small business concern, or a labor surplus area concern, or both—

(1) The proposed award shall be submitted to the Secretary if required pursuant to paragraph (c) of this section, or

(2) If not required to be submitted under paragraph (c) of this section then a factor of 12 percent (in lieu of the 6 percent factor) of each such foreign bid shall be added to that foreign bid, except that where small purchase procedures (see Part 3, Subpart F of this Subchapter) are used the 6 percent factor shall apply.

Except for those cases forwarded to the Secretary pursuant to paragraph (c) of this section, award shall be made to the low acceptable bidder. When more than one line item is offered in response to an invitation for bids or request for proposals, the appropriate factor shall be applied on an item-by-item basis, except that the factor may be applied to any group of items as to which the invitation for bids or request for proposals specifically provides that award may be made on a particular group of items.

(c) (1) Notwithstanding that the low acceptable bid or proposal as to any item or group of items under paragraph (b) of this section may be a foreign bid, proposed awards shall be submitted, in accordance with Departmental procedures, to the Secretary concerned for decision where all acceptable domestic bids exceed the low acceptable foreign bid

plus 6 percent (determined in accordance with paragraph (b) of this section) and the sum of any low acceptable domestic bid from any single (i) small business concern or (ii) labor surplus area concerned, exceeds \$100,000: *Provided*, That this subparagraph shall not apply where the low foreign bid offers a Canadian end product.

(2) Proposed awards shall be submitted, in accordance with Departmental procedures, to the Secretary concerned for decision where:

(i) Rejection of an acceptable low foreign bid is considered necessary to protect essential national security interests, such as maintenance of a mobilization base; or

(ii) Rejection of any bid or proposal for other reasons of the national interest is considered necessary.

Prior to final action, cases within this subparagraph (2) shall be referred by the Secretary concerned to the Assistant Secretary of Defense (Supply and Logistics).

(d) (1) Bids offering Canadian end products on the lists described in § 6.103-5(a) shall be evaluated on a parity with domestic bids, i.e., neither a price differential nor duty shall be added.

(2) Bids offering Canadian end products of the type described in § 6.103-5(b) shall be evaluated on a parity with domestic bids (whether or not a duty-free entry certificate may be issued) except that any applicable duty shall be added.

§ 6.104-5 Contract clause.

The clause set forth below shall be inserted in all contracts for supplies and, when applicable, in contracts for services; except that it need not be inserted in contracts exclusively for articles, materials or supplies for use outside the United States.

BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10-a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a)(iii)(B), components of foreign origin of the same type or kind as the products referred to in (b) (i) or (ii) of this clause shall, except as provided in (c) of this clause, be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and rea-

sonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Secretary determines the cost to the Government to be unreasonable.

(c) Any component mined, produced, or manufactured in Canada, but not set forth in the list of Canadian supplies excepted by the Secretary and maintained pursuant to § 6.103-5(a) of this subchapter shall be treated as a component mined, produced, or manufactured outside the United States, for the purpose of (a) (iii) (B) above, unless such component is to be incorporated in an end product to be delivered under this contract which is on such list, or is an item on the list set forth in § 6.105 of this subchapter or is otherwise determined to be nonavailable as set forth in (b) (ii) above.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

§ 6.104-6 Contract administration.

In appropriate cases, the contracting officer should advise the contractor of the effect of exceptions to the Buy American Act on the contractor's obligations under the clause required by § 6.104-5. For example, where a contract calls for an end product which will include components that are excepted from the Buy American Act as products in § 6.103-5(a), the contracting officer should advise the contractor that such components of Canadian manufacture shall be treated as manufactured in the United States for purposes of the Buy American Act clause.

Subpart B—Buy American Act; Construction Contracts

In § 6.201-4, "Alaska," has been deleted. Section 6.201-4, as revised, reads as follows:

§ 6.201 Definitions.

§ 6.201-4 United States.

"United States" means the States, the District of Columbia, Hawaii, Puerto Rico, American Samoa, the Canal Zone, the Virgin Islands, Guam, and any other areas subject to the complete sovereignty of the United States.

Subpart E—Canadian Purchases

Section 6.501, as revised reads as follows:

§ 6.501 Purchases from Canadian suppliers.

Any contract with a supplier or contractor located in the Dominion of Canada may be made with and administered through the Canadian Commercial Corporation (a corporation owned and controlled by the Government of Canada), which has offices at 2450 Massachusetts Avenue NW., Washington, D.C. and 56 Lyon Street, Ottawa, Canada. Under any such contract made with the Canadian Commercial Corporation, direct communication with the Canadian supplier or contractor is authorized only in connection with problems of inspection and technical matters; *Provided*, That, if any such problem would affect the contract price, approval of the Canadian Commercial Corporation shall be obtained. All payments under any such

contract made with the Canadian Commercial Corporation shall be made to that Corporation at its Washington office.

Section 6.504, as revised, reads as follows:

§ 6.504 Mutual Canadian-American interests.

Because of the close geographical proximity of the United States and Canada and of the mutual interest of both nations in the defense of North America, various steps have been taken during and since World War II to coordinate their economic efforts in the common defense, so as to achieve—

(a) Greater integration of military production,

(b) Greater standardization of military equipment,

(c) Wider dispersal of production facilities,

(d) Establishment of supplemental sources of supply, and

(e) Greater flow of defense supplies and equipment between the two countries.

Accordingly, it is Department of Defense policy to seek the best possible coordination of the materiel programs of Canada and the United States and to assure Canada a fair opportunity to share in the production of military equipment and materiel involving programs of mutual interest to Canada and the United States and in the research and development connected therewith. Accomplishment of these purposes required the alleviation of the restrictions of the Buy American Act with respect to procurements for public use of supplies mined, produced, or manufactured in Canada in the manner prescribed in Subpart A of this Part 6.

PART 7—CONTRACT CLAUSES

Subpart A—Clauses for Fixed-Price Supply Contracts

Section 7.109 has been added to set forth Priced Redetermination clauses, Types A through E. These clauses are to be used with the appropriate types of fixed-price contracts providing for redetermination of price, as described in § 3.403-3.

Section 7.109 reads as follows:

§ 7.109 Price redetermination clauses.

§ 7.109-1 General.

When it is determined, in accordance with § 3.402, to use a fixed-price contract providing for redetermination of price as described in § 3.403-3, the applicable clause of those set forth below shall be used.

§ 7.109-2 Prospective periodic price redetermination at stated intervals.

(a) *Description; applicability, and limitations.* See § 3.403-3(b) (1).

(b) *Clause.*

PRICE REDETERMINATION (TYPE A)

(a) *General.* The unit prices and the total price set forth in this contract shall be periodically redetermined in accordance

with the provisions of this clause.¹ The prices for supplies delivered and services performed prior to the first effective date of price redetermination shall remain fixed.

(b) *Price redetermination periods.* For the purpose of price redetermination the performance of this contract is divided into successive periods. The first period shall extend from the date of this contract to -----,² and the second and each succeeding period shall extend for ----- (-----) months from the end of the last preceding period, except that the final period may be varied by agreement of the parties. The first day of the second and each succeeding period shall be the effective date of price redetermination for the period.

(c) *Price redetermination.* Not more than -----³ days nor less than -----³ days before the end of each redetermination period, except the last, and as otherwise provided in (iii) below, the Contractor shall submit:

(i) Proposed prices for supplies which may be delivered or services which may be performed in the next succeeding period under this contract, together with—

(A) An estimate and breakdown of the costs of such supplies or services on DD Form 784 or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of such estimate; and

(C) An explanation of the differences between such estimate and the original (or last preceding) estimate for the same supplies or services;

(ii) A statement of all costs incurred in the performance of this contract through the end of the -----⁴ month prior to the date of the submission of proposed prices, on DD Form 784 or in any other form on which the parties may agree, together with sufficient supporting data to disclose unit costs and cost trends for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary);

(iii) Supplemental statements of costs incurred subsequent to the date set forth in (ii) above for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary);

as and to the extent that such information becomes available prior to the conclusion of negotiations on redetermined prices; and

(iv) Any other relevant data which may reasonably be required by the Contracting Officer.

Upon receipt of the data required by this subparagraph (c), the Contractor and the

¹ Where a ceiling is applicable, the following proviso shall be added: "*Provided*, That in no event shall the total amount paid under this contract exceed ----- Dollars (\$-----)." Alternatively, the contract may provide ceiling amounts for each or any of the price redeterminations under the contract.

² This point may be expressed in terms of units delivered, or as a calendar date, but in either case the period shall generally end on the last day of a month.

³ Insert in the blanks numbers of days so that the Contractor's submission will be late enough to reflect recent cost experience (having in mind the Contractor's accounting system), but early enough to permit review, audit if necessary, and negotiation prior to the start of the prospective period.

⁴ Insert the word "first," except the word "second" may be inserted if necessary to achieve compatibility with the contractor's accounting system.

Contracting Officer shall promptly negotiate to redetermine fair and reasonable contract prices for supplies which may be delivered and services which may be performed in the period following the effective date of price redetermination. Where the Contractor fails to submit the data as required above within the time specified, payments under this contract may be suspended by the Contracting Officer until the data are furnished.

(d) *Records.* (1) The Contractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. However, no material change will be required to be made in the Contractor's accounting procedures and practices if they conform to generally accepted accounting practices and if the cost data required to be furnished under (c) above are readily ascertainable therefrom. Each subcontract placed by the Contractor hereunder on other than a firm fixed-price basis (1) shall provide that the subcontractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of such subcontract and (2) shall require each such subcontractor to insert the entire substance of this subparagraph, including this (1), in all its subcontracts which are on other than a firm fixed-price basis.

(2) The Government may at all reasonable times until the expiration of three years after final payment under this contract make such examination or audit as the Contracting Officer may require of the Contractor's books, records, documents, and other evidence, pertinent to the performance of this contract, for any period.

(e) *Certification.* An authorized responsible official of the Contractor shall certify on each statement of costs submitted to the Contracting Officer pursuant to (c) above that the incurred costs are based upon the records of the Contractor, that such records reflect generally accepted accounting principles and practices normally followed by the Contractor, that such costs are correct to the best of his knowledge and belief, and that the accompanying estimate of costs is considered reasonable.

(f) *Subcontracts.* (1) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis; and the Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which is on a cost-plus-a-fee basis and which would involve an estimated amount in excess of \$10,000, including the fee. The Contracting Officer may, in his discretion, ratify in writing any such cost-plus-a-fee subcontract and such action shall constitute the consent of the Contracting Officer as required by this subparagraph (1).

(2) Each subcontract placed by the Contractor hereunder (1) shall provide that the Government may at all reasonable times until the expiration of three years after final payment under such subcontract make such examination or audit as the Contracting Officer may require of the subcontractor's books, records, documents, and other evidence, pertinent to the performance of the subcontract, and (2) shall require each such subcontractor whose subcontract is on other than a firm fixed-price basis to insert the entire substance of this subparagraph, including this (1), in all its subcontracts. The term "subcontract," as used in this subparagraph (2) only, excludes firm fixed-price subcontracts not in excess of \$2,500 and subcontracts for utility services at rates established for uniform application to the general public.

(g) *Contract modifications.* Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, setting forth the redetermined prices for supplies delivered and services performed hereunder during the applicable price redetermination period.

(h) *Adjustment of payments.* Pending execution of the contract modification referred to in paragraph (g) above, the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the prices set forth in this contract: *Provided*, That if at any time it appears that the then current billing prices do not provide for payments consistent with the provisions of subparagraph (i) (3) below, the parties may agree to greater or lesser billing prices, which shall be reflected in an amendment or supplemental agreement to this contract. Billing prices are for the sole purpose of providing for interim payments and shall not affect the redetermination of prices under this clause. After execution of the contract modification referred to in paragraph (g) above, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed prices, and any additional payments, refunds, or credits, resulting therefrom shall be promptly made.

(i) *Limitation on payments.* (1) This paragraph (1) shall apply only during a period for which firm prices have not been established.

(2) Within 45 days after the end of each quarter of the Contractor's fiscal year, beginning for the quarter in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and as of the end of each quarter, the Contractor shall submit to the Contracting Officer a statement cumulative from the inception of the contract, setting forth:

(1) The total contract price of all supplies delivered (or services performed) and accepted by the Government for which final prices have been established;

(2) The total costs (estimated to the extent necessary) reasonably incurred for and properly allocable solely to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established;

(3) That portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (1), Limitation on Payments), which is in direct proportion to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established; and

(4) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments);

Provided, That such statement need not be submitted for any quarter for which either no costs are to be reported under (ii) above or revised billing prices have been established in accordance with paragraph (h) above and do not exceed the existing contract price, the Contractor's price-redetermination offer, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount of (2) (iv) above exceeds the sum of (2) (i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government against existing unpaid invoices or

vouchers covered by such statement the amount of such excess less (1) the cumulative total of any previous refunds or credits under this clause (exclusive of any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954) and (2) any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954. If any portion of such excess has been applied to the liquidation of progress payments, such amount (less all tax credits under the Internal Revenue Code) may be added or restored to the unliquidated progress payment account, to the extent consistent with the progress payments clause of this contract, instead of direct refund thereof.

(j) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within sixty (60) days after the date on which the data required by (c) above is to be filed, or within such further time as may be agreed upon by the parties, the failure to agree upon redetermined prices shall be deemed to be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes," and the Contracting Officer shall promptly issue a decision thereunder. For the purpose of (g), (h), and (i) above, and pending final settlement of the disagreement on appeal, or by failure to appeal, or by agreement, such a decision shall be treated as an executed contract modification. Pending such final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as hereinbefore provided.

(k) *Termination.* If this contract is terminated, prices shall continue to be established pursuant to this clause (i) for completed supplies accepted by the Government and services performed and accepted by the Government, and (2) in the event of a partial termination, for supplies and services which are not terminated. All other elements of the termination shall be resolved pursuant to other applicable provisions of this contract.

§ 7.109-3 Prospective price redeterminations on request.

(a) *Description applicability, and limitations.* See § 3.404-3(b) (2).

(b) *Clause.*

PRICE REDETERMINATION (TYPE B)

(a) *General.* The unit prices and the total price set forth in this contract may be periodically redetermined in accordance with the provisions of this clause: *Provided*, That in no event shall the total amount paid under this contract exceed ----- dollars (\$-----).¹ The prices for supplies delivered and services performed prior to the first effective date of price redetermination shall remain fixed.

(b) *Price redetermination.* Upon delivery of a written request by the Government to the Contractor or by the Contractor to the Government, and upon receipt of proposed prices and the supporting data required by (c) (2) below, the Contractor and the Contracting Officer shall promptly negotiate to redetermine fair and reasonable contract prices for the supplies to be delivered and services to be performed by the Contractor after the effective date of price redetermination. The written request shall specify the effective date of price redetermination, which shall be the first date of a month and which in no event shall be prior to delivery of the request or later than ----- (-----) days after the delivery of the request. No such

¹Insert, in contracts of the Department of the Navy, the words "with a copy thereof to the office or officer designated in this contract to make payments thereunder."

¹This proviso shall be deleted where ceilings are not applicable.

²This period may be varied by the parties at the time of negotiating the contract.

request shall be made before -----* Neither party shall request another price redetermination having an effective date within ----- (-----) days of the effective date of the last preceding price redetermination. The period of each price redetermination shall be from the effective date of that redetermination until the effective date of the next redetermination.

(c) *Submission of data.* (1) Within ----- (-----)* days after the date of this contract or within such further time as may be specified or approved by the Contracting Officer and periodically thereafter every ----- (-----) months, the Contractor shall submit a statement of all costs incurred in the performance of this contract through the end of the -----* month prior to the date of the submission, on DD Form 784 or in any other form on which the parties may agree, together with sufficient supporting data to disclose unit costs and cost trends for:

(i) Supplies delivered and services performed; and

(ii) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) Upon any written request by the Contractor for price redetermination, or within ----- (-----) days after receipt by the Contractor of any written request by the Government for price redetermination, the Contractor shall submit:

(i) Proposed prices for supplies which may be delivered or services which may be performed in the next succeeding period under this contract, together with—

(A) An estimate and breakdown of the costs of such supplies or services on DD Form 784 or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of such estimate; and

(C) An explanation of the differences between such estimate and the original (or last preceding) estimate for the same supplies or services;

(ii) Supplemental statements of costs incurred subsequent to the closing date of the last preceding statement of incurred costs provided under (i) above, for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary);

as and to the extent that such information becomes available prior to the conclusion of negotiations on redetermined prices; and

(iii) Any other relevant data which may reasonably be required by the Contracting Officer.

(3) Where the Contractor fails to submit the data as required above within the time specified, payments under this contract may be suspended by the Contracting Officer until the data are furnished.

(d) *Records.* (1) The Contractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and an-

*The end of the first period may be expressed in terms of units delivered, or as a calendar date, but in either case the period shall end on the last day of a month.

*The specified number of days should be such that the end of the period for which the Contractor submits data shall coincide with the end of a month and should accommodate the objective that the periods for which the Contractor submits data should end at dates which are compatible with the contractor's accounting system.

*Insert the word "first," except the word "second" may be inserted if necessary to achieve compatibility with the contractor's accounting system.

anticipated to be incurred for the performance of this contract. However, no material change will be required to be made in the Contractor's accounting procedures and practices if they conform to generally accepted accounting practices and if the cost data required to be furnished under (c) above are readily ascertainable therefrom. Each subcontract placed by the Contractor hereunder on other than a firm fixed-price basis (i) shall provide that the subcontractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of such subcontract and (ii) shall require each such subcontractor to insert the entire substance of this subparagraph, including this (ii), in all its subcontracts which are on other than a firm fixed-price basis.

(2) The Government may at all reasonable times until the expiration of three years after final payment under this contract make such examination or audit as the Contracting Officer may require of the Contractor's books, records, documents, and other evidence, pertinent to the performance of this contract, for any period.

(e) *Certification.* An authorized responsible official of the Contractor, shall certify on each statement of costs submitted to the Contracting Officer pursuant to (c) above that the incurred costs are based upon the records of the Contractor, that such records reflect generally accepted accounting principles and practices normally followed by the Contractor, that such costs are correct to the best of his knowledge and belief, and that the accompanying estimate of costs is considered reasonable.

(f) *Subcontracts.* (1) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis; and the Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which is on a cost-plus-a-fee basis and which would involve an estimated amount in excess of \$10,000, including the fee. The Contracting Officer may, in his discretion, ratify in writing any such cost-plus-a-fee subcontract and such action shall constitute the consent of the Contracting Officer as required by this subparagraph (1).

(2) Each subcontract placed by the Contractor hereunder (i) shall provide that the Government may, at all reasonable times until the expiration of three years after final payments under such subcontract make such examination or audit as the Contracting Officer may require of the subcontractor's books, records, documents, and other evidence, pertinent to the performance of the subcontract, and (ii) shall require each such subcontractor whose subcontract is on other than a firm fixed-price basis to insert the entire substance of this subparagraph, including this (ii), in all its subcontracts. The term "subcontract," as used in this subparagraph (2) only, excludes firm fixed-price subcontracts not in excess of \$2,500 and subcontracts for utility services at rates established for uniform application to the general public.

(g) *Contract modifications.* Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, setting forth the redetermined prices for supplies delivered and services performed hereunder during the applicable price redetermination period.

(h) *Adjustment of payments.* Pending execution of the contract modification referred to in paragraph (g) above, the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall

be the prices set forth in this contract: *Provided* That if at any time it appears that the then current billing prices do not provide for payments consistent with the provisions of subparagraph (i)(3) below, the parties may agree to greater or lesser billing prices, which shall be reflected in an amendment or supplemental agreement to this contract. Billing prices are for the sole purpose of providing for interim payments and shall not affect the redetermination of prices under this clause. After execution of the contract modification referred to in paragraph (g) above, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed prices, and any additional payments, refunds, or credits, resulting therefrom shall be promptly made.

(i) *Limitation on payments.*

(1) This paragraph (i) shall apply only during a period for which firm prices have not been established.

(2) Within 45 days after the end of each quarter of the Contractor's fiscal year, beginning for the quarter in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and as of the end of each quarter, the Contractor shall submit to the Contracting Officer a statement cumulative from the inception of the contract, setting forth:

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for and properly allocable solely to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established;

(iii) That portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (i), Limitation on Payments), which is in direct proportion to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments);

Provided, That such statement need not be submitted for any quarter for which either no costs are to be reported under (ii) above or revised billing prices have been established in accordance with paragraph (h) above and do not exceed the existing contract price, the Contractor's price-redetermination offer, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount of (2) (iv) above exceeds the sum of (2) (i), (ii), and (iii) above the Contractor shall immediately refund or credit to the Government against existing unpaid invoices or vouchers covered by such statement the amount of such excess less (i) the cumulative total of any previous refunds or credits under this clause (exclusive of any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954) and (ii) any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954. If any portion of such excess has been applied to the liquidation of progress payments, such amount (less all tax credits under the Internal Revenue Code) may be added or restored to the unliquidated progress payment account, to the extent consistent with the progress payments clause of

*Insert, in contracts of the Department of the Navy, the words: "with a copy thereof to the office or offices designated in this contract to make payments thereunder."

this contract, instead of direct refund thereof.

(j) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within sixty (60)* days after the date on which the data required by (c) above is to be filed, or within such further time as may be agreed upon by the parties, the failure to agree upon redetermined prices shall be deemed to be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes," and the Contracting Officer shall promptly issue a decision thereunder. For the purpose of (g), (h), and (i) above, and pending final settlement of the disagreement on appeal, or by failure to appeal, or by agreement, such a decision shall be treated as an executed contract modification. Pending such final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as hereinbefore provided.

(k) *Termination.* If this contract is terminated, prices shall continue to be established pursuant to this clause (i) for completed supplies accepted by the Government and services performed and accepted by the Government, and (ii) in the event of a partial termination, for supplies and services which are not terminated. All other elements of this termination shall be resolved pursuant to other applicable provisions of this contract.

§ 7.109-4 Retroactive and prospective price redetermination at a stated time prior to completion.

(a) *Description, applicability and limitations.* See § 3.403-3(b) (3).

(b) *Clause.*

PRICE REDETERMINATION (TYPE C)

(a) *General.* The unit prices and the total price set forth in this contract shall be redetermined in accordance with the provisions of this clause; provided that in no event shall the total amount paid under this contract exceed _____ dollars (\$_____).

(b) *Price redetermination.* Within _____ (_____) days after the end of the month in which there is completion of _____¹, the Contractor shall submit:

(i) Proposed prices for supplies delivered and to be delivered and services performed and to be performed under this contract;

(ii) A statement of all costs incurred in the performance of this contract through the end of the month specified above, on DD Form 784 or in any other form on which the parties may agree, together with sufficient supporting data to disclose unit costs and cost trends for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary);

(iii) An estimate of costs of all supplies delivered and to be delivered and all services performed and to be performed under this contract, using the statement of costs incurred plus an estimate of costs to complete performance, on DD Form 784 or in any other form on which the parties may agree, together with—

(A) Sufficient data to support the accuracy and reliability of such estimate; and

(B) An explanation of the differences between such estimate and the original estimate used in establishing the unit prices set forth in this contract for the same supplies or services;

¹ The degree of completion may be based on units delivered to the Government, percentage of contract performance, or any other reasonable basis.

* This period may be varied by the parties at the time of negotiating the contract.

(iv) Supplemental statements of costs incurred subsequent to the end of the month specified in (ii) above for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary);

as and to the extent that such information becomes available prior to the conclusion of negotiations on redetermined prices; and

(v) Any other relevant data which may reasonably be required by the Contracting Officer.

Upon receipt of data required by this subparagraph (b), the Contractor and the Contracting Officer shall promptly negotiate to redetermine fair and reasonable contract prices for supplies delivered and to be delivered and services performed and to be performed under this contract. Where the Contractor fails to submit the data as required above within the time specified, payments under this contract may be suspended by the Contracting Officer until the data are furnished.

(c) *Records.* (1) The Contractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. However, no material change will be required to be made in the Contractor's accounting procedures and practices if they conform to generally accepted accounting practices and if the cost data required to be furnished under (b) above are readily ascertainable therefrom. Each subcontract placed by the Contractor hereunder on other than a firm fixed-price basis (i) shall provide that the subcontractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of such subcontract and (ii) shall require each such subcontractor to insert the entire substance of this subparagraph, including this (ii), in all its subcontracts which are on other than a firm fixed-price basis.

(2) The Government may at all reasonable times until the expiration of three years after final payment under this contract make such examination or audit as the Contracting Officer may require of the Contractor's books, records, documents, and other evidence, pertinent to the performance of this contract, for any period.

(d) *Certification.* An authorized responsible official of the Contractor shall certify on each statement of costs submitted to the Contracting Officer pursuant to (b) above that the incurred costs are based upon the records of the Contractor, that such records reflect generally accepted accounting principles and practices normally followed by the Contractor, that such costs are correct to the best of his knowledge and belief, and that the accompanying estimate of costs is considered reasonable.

(e) *Subcontracts.* (1) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis; and the Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which is on a cost-plus-a-fee basis and which would involve an estimated amount in excess of \$10,000, including the fee. The Contracting Officer may, in his discretion, ratify in writing any such cost-plus-a-fee subcontract and such action shall constitute the consent of the Contracting Officer as required by this subparagraph (1).

(2) Each subcontract placed by the Contractor hereunder (i) shall provide that the Government may at all reasonable times

until the expiration of three years after final payment under such subcontract make such examination or audit as the Contracting Officer may require of the subcontractor's books, records, documents, and other evidence, pertinent to the performance of the subcontract, and (ii) shall require each such subcontractor whose subcontract is on other than a firm fixed-price basis to insert the entire substance of this subparagraph, including this (ii), in all its subcontracts. The term "subcontract," as used in this subparagraph (2) only, excludes firm fixed-price subcontracts not in excess of \$2,500 and subcontracts for utility services at rates established for uniform application to the general public.

(f) *Contract modification.* The negotiated redetermination of price shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer, setting forth the redetermined prices for supplies delivered and to be delivered and services performed and to be performed hereunder.

(g) *Adjustment of payments.* Pending execution of the contract modification referred to in paragraph (f) above, the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the prices set forth in this contract: *Provided*, That if at any time it appears that the then current billing prices do not provide for payments consistent with the provisions of subparagraph (h) (3) below, the parties may agree to greater or lesser billing prices, which shall be reflected in an amendment or supplemental agreement to this contract. Billing prices are for the sole purpose of providing for interim payments and shall not affect the redetermination of prices under this clause. After execution of the contract modification referred to in paragraph (f) above, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed prices, and any additional payments, refunds, or credits, resulting therefrom shall be promptly made.

(h) *Limitation on payments.* (1) This paragraph (h) shall apply only during a period for which firm prices have not been established.

(2) Within 45 days after the end of each quarter of the Contractor's fiscal year, beginning for the quarter in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and as of the end of each quarter, the Contractor shall submit to the Contracting Officer² a statement cumulative from the inception of the contract, setting forth:

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for and properly allocable solely to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established;

(iii) That portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h), Limitation on Payments), which is in direct proportion to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments);

² Insert, in contracts of the Department of the Navy, the words: "with a copy thereof to the office or officer designated in the contract to make payments thereunder."

Provided, That such statement need not be submitted for any quarter for which either no costs are to be reported under (ii) above or revised billing prices have been established in accordance with paragraph (h) above and do not exceed the existing contract price, the Contractor's price-redetermination offer, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount of (2)(iv) above exceeds the sum of (2)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government against existing unpaid invoices or vouchers covered by such statement the amount of such excess less (i) the cumulative total of any previous refunds or credits under this clause (exclusive of any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954) and (ii) any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954. If any portion of such excess has been applied to the liquidation of progress payments, such amount (less all tax credits under the Internal Revenue Code) may be added or restored to the unliquidated progress payment account, to the extent consistent with the progress payments clause of this contract, instead of direct refund thereof.

(i) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon redetermined prices within sixty (60)³ days after the date on which the data required by (b) above is to be filed, or within such further time as may be agreed upon by the parties, the failure to agree upon redetermined prices shall be deemed to be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes," and the Contracting Officer shall promptly issue a decision thereunder. For the purpose of paragraphs (f), (g), and (h) above, and pending final settlement of the disagreement on appeal, or by failure to appeal, or by agreement, such a decision shall be treated as an executed contract modification.

(j) *Termination*. If this contract is terminated prior to price redetermination, prices shall be established pursuant to this clause (i) for completed supplies accepted by the Government and services performed and accepted by the Government, and (ii) in the event of a partial termination, for supplies and services which are not terminated. All other elements of the termination shall be resolved pursuant to other applicable provisions of this contract.

§ 7.109-5 Retroactive and prospective price redetermination including further prospective redetermination on request.

(a) *Description, applicability and limitation*. See § 3.403-3(b)(4).

(b) *Clause*.

PRICE REDETERMINATION (TYPE D)

(a) *General*. The unit prices and the total price set forth in this contract shall be redetermined in accordance with the provisions of this clause: *Provided*, That in no event shall the total amount paid under this contract exceed ----- dollars (\$ -----).

(b) *Price redetermination*. (i) *Mandatory*. Within ----- (-----) days after the end of the month in which there is completion of -----,¹ the Contractor shall submit:

(i) Proposed prices for supplies delivered and to be delivered and services performed and to be performed under this contract;

(ii) A statement of all costs incurred in the performance of this contract through the end of the month specified above on DD Form 784 or in any other form on which the parties may agree, together with sufficient supporting data to disclose unit costs and cost trends for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary);

(iii) An estimate of costs of all supplies delivered and to be delivered and all services performed and to be performed under this contract, using the statement of costs incurred plus an estimate of costs to complete performance, on DD Form 784 or in any other form on which the parties may agree, together with—

(A) Sufficient data to support the accuracy and reliability of such estimate; and

(B) An explanation of the differences between such estimate and the original estimate used in establishing the unit prices set forth in this contract for the same supplies or services;

(iv) Supplemental statements of costs incurred subsequent to the end of the month specified in (ii) above for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); as and to the extent that such information becomes available prior to the conclusion of negotiations on redetermined prices; and

(v) Any other relevant data which may reasonably be required by the Contracting Officer.

Upon receipt of data required by this subparagraph (b)(1), the Contractor and the Contracting Officer shall promptly negotiate to redetermine fair and reasonable contract prices for supplies delivered and to be delivered and services performed and to be performed under this contract. Where the Contractor fails to submit the data as required above within the time specified, payments under this contract may be suspended by the Contracting Officer until the data are furnished.

(2) *Optional*. a. Upon delivery of a written request by the Government to the Contractor or by the Contractor to the Government, and upon receipt of proposed prices and the supporting data required by b.2. below, the Contractor and the Contracting Officer shall promptly negotiate to redetermine fair and reasonable contract prices for the supplies to be delivered and services to be performed by the Contractor after the effective date of price redetermination. The written request shall specify the effective date of the requested price redetermination, which shall be the first day of a month and which in no event shall be prior to delivery of the request or later than ----- (-----) days after the delivery of the request. No such request shall be made before ----- (-----) days after the price redetermination required by subparagraph (1) above has been effected either by agreement or by decision of the Contracting Officer under paragraph (1) below. Neither party shall request another price redetermination having an effective date within ----- (-----) days of the effective date of the last preceding price redetermination. The period of each price redetermination shall be from the effective date of that redetermination until the effective date of the next redetermination.

b.1. Within ----- (-----)² days after the price redetermination required by subparagraph (1) above has been effected either by agreement or by decision of the Contracting Officer under paragraph (1) below, or within such further time as may be specified or approved by the Contracting Officer and periodically thereafter every ----- (-----) months, the Contractor shall submit a statement of all costs incurred in the performance of this contract through the end of the month prior to the date of the submission, on DD Form 784 or in any other form on which the parties may agree, together with sufficient data to disclose unit costs and cost trends for:

(i) Supplies delivered and services performed; and

(ii) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

2. Upon any written request by the Contractor for price redetermination or within ----- (-----) days after receipt by the Contractor of any written request by the Government for price redetermination, the Contractor shall submit:

(i) Proposed prices for supplies which may be delivered or services which may be performed in the next succeeding period under this contract, together with—

(A) An estimate and breakdown of the costs of such supplies or services, on DD Form 784 or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of such estimate; and

(C) An explanation of the differences between such estimate and the original (or last preceding estimate) for the same supplies or services;

(ii) Supplemental statements of costs incurred subsequent to the closing date of the last preceding statement of incurred costs provided under b.1. above, for—

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary);

as and to the extent that such information becomes available prior to the conclusion of negotiations on redetermined prices; and

(iii) Any other relevant data which may reasonably be required by the Contracting Officer.

3. Where the Contractor fails to submit the required data within the time specified, payments under this contract may be suspended by the Contracting Officer until the data are furnished.

(c) *Records*. (i) The Contractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. However, no material change will be required to be made in the Contractor's accounting procedures and practices if they conform to generally accepted accounting practices and if the cost data required to be furnished under (b) above are readily ascertainable therefrom. Each subcontract placed by the Contractor hereunder on other than a firm fixed-price basis (i) shall provide that the subcontractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of such subcontract and (ii) shall require each such subcontractor to insert the entire substance of this subparagraph, in-

¹ The degree of completion may be based on units delivered to the Government, percentage of contract performance, or any other reasonable basis.

² This period may be varied by the parties at the time of negotiating the contract.

³ The specified number of days should be such that the end of the period for which the contractor submits data shall coincide with the end of the month.

cluding this (ii), in all its subcontracts which are on other than a firm fixed-price basis.

(2) The Government may at all reasonable times until the expiration of three years after final payment under this contract make such examination of audit as the Contracting Officer may require of the Contractor's books, records, documents, and other evidence pertinent to the performance of this contract, for any period.

(d) *Certification.* An authorized responsible official of the Contractor shall certify on each statement of costs submitted to the Contracting Officer pursuant to (c) above that the incurred costs are based upon the records of the Contractor, that such records reflect generally accepted accounting principles and practices normally followed by the Contractor, that such costs are correct to the best of his knowledge and belief, and that the accompanying estimate of costs is considered reasonable.

(e) *Subcontracts.* (1) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis; and the Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which is on a cost-plus-a-fee basis and which would involve an estimated amount in excess of \$10,000, including the fee. The Contracting Officer may, in his discretion, ratify in writing any such cost-plus-a-fee subcontract and such action shall constitute the consent of the Contracting Officer as required by this subparagraph (1).

(2) Each subcontract placed by the Contractor hereunder (1) shall provide that the Government may at all reasonable times until the expiration of three years after final payment under such subcontract make such examination or audit as the Contracting Officer may require of the subcontractor's books, records, documents, and other evidence, pertinent to the performance of the subcontract, and (ii) shall require each such subcontractor whose subcontract is on other than a firm fixed-price basis to insert the entire substance of this subparagraph, including this (ii), in all its subcontracts. The term "subcontract," as used in this subparagraph (2) only, excludes firm fixed-price subcontracts not in excess of \$2,500 and subcontracts for utility services at rates established for uniform application to the general public.

(f) *Contract modifications.* Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, setting forth the redetermined prices for supplies delivered and services performed hereunder during the applicable price redetermination period.

(g) *Adjustment of payments.* Pending execution of the contract modification referred to in paragraph (f) above, the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the prices set forth in this contract; *Provided*, That if at any time it appears that the then current billing prices do not provide for payments consistent with the provisions of subparagraph (h) (3) below, the parties may agree to revised billing prices, which shall be reflected in an amendment or supplemental agreement to this contract. Billing prices are for the sole purpose of providing for interim payments and shall not affect the redetermination of prices under this clause. After execution of the contract modification referred to in paragraph (f) above, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed prices, and any additional payments, refunds, or credits, resulting therefrom shall be promptly made.

(h) *Limitation on payments.* (1) This paragraph (h) shall apply only during a period for which firm prices have not been established.

(2) Within 45 days after the end of each quarter of the Contractor's fiscal year, beginning for the quarter in which a delivery is first made (or services are first performed) and accepted by the Government under this contract and as of the end of each quarter, the Contractor shall submit to the Contracting Officer a statement cumulative from the inception of the contract, setting forth:

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for and properly allocable solely to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established;

(iii) That portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h), Limitation on Payments), which is in direct proportion to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments);

Provided, That such statement need not be submitted for any quarter for which either no costs are to be reported under (ii) above or revised billing prices have been established in accordance with paragraph (h) above and do not exceed the existing contract price, the Contractor's price-redetermination offer, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount of (2)(iv) above exceeds the sum of (2) (i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government against existing unpaid invoices or vouchers covered by such statement the amount of such excess less (i) the cumulative total of any previous refunds or credits under this clause (exclusive of any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954) and (ii) any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954. If any portion of such excess has been applied to the liquidation of progress payments, such amount (less all tax credits under the Internal Revenue Code) may be added or restored to the unliquidated progress payment account, to the extent consistent with the progress payments clause of this contract, instead of direct refund thereof.

(i) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within sixty (60) days after the date on which the data required by (b) above is to be filed, or within such further time as may be agreed upon by the parties, the failure to agree upon redetermined prices shall be deemed to be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes," and the Contracting Officer shall promptly issue a decision thereunder. For the purpose of paragraphs (f), (g), and (h) above, and pending final settlement of the disagreement on appeal, or by failure to appeal, or by agreement, such a decision shall be treated as an executed contract modification. Pending such final settlement, price redetermination

*Insert, in contracts of the Department of the Navy, the words: "with a copy thereof to the office or officer designated in this contract to make payments thereunder."

*This period may be varied by the parties at the time of negotiating the contract.

tion for subsequent periods, if any, shall continue to be negotiated as hereinbefore provided.

(j) *Termination.* If this contract is terminated, prices shall continue to be established pursuant to this clause (i) for completed supplies accepted by the Government and services performed and accepted by the Government, and (ii) in the event of a partial termination, for supplies and services which are not terminated. All other elements of the termination shall be resolved pursuant to other applicable provisions of this contract.

§ 7.109-6 Retroactive price redetermination after completion.

(a) *Description, applicability, and limitations.* See § 3.403-3(b) (5).

(b) *Clause.*

PRICE REDETERMINATION (TYPE E)

(a) *General.* The unit prices and the total price set forth in this contract shall be redetermined in accordance with the provisions of this clause: *Provided*, That in no event shall the total amount paid under this contract exceed _____ dollars (\$_____).

(b) *Price redetermination.* Within _____ (_____) days after delivery of all supplies to be delivered and completion of all services to be performed under this contract, the Contractor shall submit (i) proposed prices, (ii) a statement of all costs incurred in the performance of this contract, on DD Form 784 or any other form on which the parties may agree, and (iii) any other relevant data which may reasonably be required by the Contracting Officer. Upon receipt of the required data, the Contractor and the Contracting Officer shall promptly negotiate to redetermine fair and reasonable contract prices for supplies delivered and services performed by the Contractor under this contract. Where the Contractor fails to submit the required data within the time specified, payment of all invoices may be suspended by the Contracting Officer until the data are furnished.

(c) *Records.* (1) The Contractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this contract. However, no material change will be required to be made in the Contractor's accounting procedures and practices if they conform to generally accepted accounting practices and if the cost data required to be furnished under (b) above are readily ascertainable therefrom. Each subcontract placed by the Contractor hereunder on other than a firm fixed-price basis (1) shall provide that the subcontractor shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of such subcontract and (ii) shall require each such subcontractor to insert the entire substance of this subparagraph, including this (ii), in all its subcontracts which are on other than a firm fixed-price basis.

(2) The Government may at all reasonable times until the expiration of three years after final payment under this contract make such examination or audit as the Contracting Officer may require of the Contractor's books, records, documents, and other evidence, pertinent to the performance of this contract.

(d) *Certification.* An authorized responsible official of the Contractor shall certify on each statement of costs submitted to the Contracting Officer pursuant to (c) above that the incurred costs are based upon the records of the Contractor, that such records reflect generally accepted accounting principles and practices normally followed by the Contractor, that such costs are correct to the

best of his knowledge and belief, and that the accompanying estimate of costs is considered reasonable.

(e) *Subcontracts.* (1) No subcontract under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis; and the Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which is on a cost-plus-a-fee basis and which would involve an estimated amount in excess of \$10,000, including the fee. The Contracting Officer may, in his discretion, ratify in writing any such cost-plus-a-fee subcontract and such action shall constitute the consent of the Contracting Officer as required by this subparagraph (1).

(2) Each subcontract placed by the Contractor hereunder (1) shall provide that the Government may at all reasonable times until the expiration of three years after final payment under such subcontract make such examination or audit as the Contracting Officer may require of the subcontractor's books, records, documents, and other evidence, pertinent to the performance of the subcontract, and (ii) shall require each such subcontractor whose subcontract is on other than a firm fixed-price basis to insert the entire substance of this subparagraph, including this (ii) in all its subcontracts. The term "subcontract," as used in this subparagraph (2) only, excludes firm fixed-price subcontracts not in excess of \$2,500 and subcontracts for utility services at rates established for uniform application to the general public.

(f) *Contract modification.* The negotiated redetermination of price shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, setting forth the redetermined prices which shall apply to supplies delivered and to services performed by the Contractor hereunder.

(g) *Adjustment of payments.* Pending execution of the contract modification referred to in paragraph (f) above, the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the prices set forth in this contract: *Provided*, That if at any time it appears that the then current billing prices do not provide for payments consistent with the provisions of subparagraph (h) (3) below, the parties may agree to greater or lesser billing prices, which shall be reflected in an amendment or supplemental agreement to this contract. Billing prices are for the sole purpose of providing for interim payments and shall not affect the redetermination of prices under this clause. After execution of the contract modification referred to in paragraph (f) above, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed prices, and any additional payments, refunds, or credits, resulting therefrom shall be promptly made.

(h) *Limitation on payments.* (1) This paragraph (h) shall apply until final price redetermination to the full extent permitted by this contract.

(2) Within 45 days after the end of each quarter of the Contractor's fiscal year, beginning for the quarter in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and as of the end of each quarter, the Contractor shall submit to the Contracting Officer a statement cumulative from the inception of the contract, setting forth:

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government for which final prices have been established;

¹ Insert, in contracts of the Department of the Navy, the words: "With a copy thereof to the office or offices designated in the contract to make payments thereunder."

(ii) The total costs (estimated to the extent necessary) reasonably incurred for and properly allocable solely to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established;

(iii) That portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h), Limitation on Payments), which is in direct proportion to the supplies delivered (or services performed) and accepted by the Government for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount of (2) (iv) above exceeds the sum of (2) (i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government against existing unpaid invoices or vouchers covered by such statement the amount of such excess less (1) the cumulative total of any previous refunds or credits under this clause (exclusive of any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954) and (ii) any applicable tax credits under Section 1481 of the Internal Revenue Code of 1954. If any portion of such excess has been applied to the liquidation of progress payments, such amount (less all tax credits under the Internal Revenue Code) may be added or restored to the unliquidated progress payment account, to the extent consistent with the progress payments clause of this contract, instead of direct refund thereof.

(i) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon redetermined prices within sixty (60) ² days after the date on which the data required by (b) above is to be filed, or within such further time as may be agreed upon by the parties, the failure to agree upon redetermined prices shall be deemed to be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes," and the Contracting Officer shall promptly issue a decision thereunder. For the purpose of paragraphs (f), (g), and (h) above, and pending final settlement of the disagreement on appeal, or by failure to appeal, or by agreement, such a decision shall be treated as an executed contract modification.

(j) *Termination.* If this contract is terminated prior to price redetermination, prices shall be established pursuant to this clause (i) for completed supplies and services which are not terminated. All other elements of the termination shall be resolved pursuant to other applicable provisions of this contract.

Subpart B—Clauses for Cost-Reimbursement Type Supply Contracts

The Allowable Cost, Fee, and Payment Clauses in § 7.203-4 have been revised to clarify the disposition of withheld amounts in events of termination. Section 7.203-4, as revised, now reads as follows:

§ 7.203-4 Allowable Cost, Fee, and Payment.

(a) Except as provided in paragraphs (b) and (c) (5) of this section, the following clause shall be inserted in all cost-reimbursement type supply contracts.

² This period may be varied by the parties at the time of negotiating the contract.

Additional instructions for use are in paragraph (c) of this section.

ALLOWABLE COST, FIXED FEE, AND PAYMENT

(a) For the performance of this contract, the Government shall pay to the Contractor:

(1) The cost thereof (hereinafter referred to as "allowable cost") determined by -----* to be allowable in accordance with—

(A) Subpart B as in effect on the date of this contract; and of Part 15 of this Subchapter.

(B) The terms of this contract; and

(ii) Such fixed fee, if any, as may be provided for in the Schedule.

(b) Once each month (or at more frequent intervals, if approved by -----*) the Contractor may submit to an authorized representative of -----*, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost.

(c) (1) As promptly as may be practicable after the receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract, and subject to the provisions of paragraph (d) below, make payment thereon, as approved by -----*, to the extent of:

(i) 100 percent of such approved costs representing progress payments to subcontractors under fixed price type subcontracts: *Provided*, That such payments by the Government to the Contractor shall not exceed 70 percent of the costs incurred by such subcontractors,

(ii) 100 percent of such approved costs representing cost reimbursement to subcontractors under cost reimbursement type subcontracts: *Provided*, That for cost reimbursement type subcontracts not covered by the exceptions listed in § 3.404-3(d)(2) of this subchapter, as in effect on the date of this contract, such payments by the Government shall not exceed 80 percent of the costs incurred by such subcontractors, and

(iii) 80 percent of all other such approved costs.

The cumulative amount of such invoices or vouchers from time to time approved but not paid pursuant to the foregoing provisions (regardless of whether they are paid under the next sentence hereof) shall constitute a gross withheld payments amount. Upon acceptance and delivery of articles called for by item -----** of this contract, the Government shall pay to the Contractor an amount which, when added to any amounts previously paid under this sentence, shall be the same percentage of the gross withheld payments amount as the cumulative number of articles accepted and delivered under item -----** of this contract is of the total number of articles called for by such item.

(2) Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule: *Provided, however*, That after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(3) The total of the amounts which may be withheld at any one time under both (c) (1) and (c) (2) above shall not exceed the greatest amount which may then be withheld under either (c) (1) or (c) (2), whichever permits the greater withholding at that time.

(4) In the event of complete termination of the work remaining to be performed under this contract or in the event of cessation

of performance pursuant to the clause of this contract entitled "Limitation of Cost," the Government shall, subject to the provisions of paragraph (d) below, pay the balance of the gross withheld payments amount to the Contractor within sixty (60) days from the effective date of termination or date of written notice to the Government that performance has been discontinued pursuant to the clause entitled "Limitation of Cost," as the case may be.

(d) At any time or times prior to final payment under this contract, the Contractor may have the invoices or vouchers and statements of cost audited. Each payment therefore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contractor on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(e) On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f) below), the Government shall promptly pay to the Contractor any balance of allowable cost, and any part of the fixed fee, which has been withheld pursuant to (c) above or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one (1) year (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions—

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract: *Provided*, That such claims are not known to the Contractor on the date of the execution of the release: *And provided further*, That the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(g) Any cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at its expense or without cost to the Government.

(b) When, pursuant to § 3.404-4 of this subchapter, incentive revision of the fee in a cost-reimbursement type supply contract is to be provided, the clause set forth below shall, except as provided in paragraph (c)(5) of this section, be included in the contract. Additional instructions for use of the clause are in paragraph (c) of this section.

ALLOWABLE COST, INCENTIVE FEE, AND PAYMENT

(a)(1) For the performance of this contract, the Government shall pay to the Contractor:

(i) The cost thereof (hereinafter referred to as "allowable cost") determined by the Contractor to be allowable in accordance with—

(A) Subpart B of Part 15 of this subchapter as in effect on the date of this contract; and

(B) The terms of this contract; and

(ii) A fee determined as provided in this contract.

(2) The target cost and target fee of this contract are set forth in the Schedule and shall be subject to adjustment in accordance with (h) and (i) below. As used throughout this contract the term:

(i) "Target cost" means the estimated cost of this contract initially negotiated, adjusted in accordance with (h) below; and

(ii) "Target fee" means the fee which was initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost of this contract initially negotiated, adjusted in accordance with (h) below.

(b) Once each month (or at more frequent intervals, if approved by the Contractor) the Contractor may submit to an authorized representative of the Government in such form and reasonable detail as such representative may require an invoice or voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost.

(c)(1) As promptly as may be practicable after the receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract, and subject to the provisions of paragraph (d) below, make payment thereon, as approved by the Contractor, to the extent of:

(i) 100 percent of such approved costs representing progress payments to subcontractors under fixed price type subcontracts: *Provided*, That such payments by the Government to the Contractor shall not exceed 70 percent of the costs incurred by such subcontractors,

(ii) 100 percent of such approval costs representing cost reimbursement to subcontractors under cost reimbursement type subcontracts: *Provided*, That for cost reimbursement type subcontracts not covered by the exceptions listed in § 3.404-3(d)(2) of this subchapter, as in effect on the date of this contract, such payments by the Govern-

ment shall not exceed 80 percent of the costs incurred by such subcontractors, and

(iii) 80 percent of all other such approved costs.

The cumulative amount of such invoices or vouchers from time to time approved but not paid pursuant to the foregoing provisions (regardless of whether they are paid under the next sentence hereof) shall constitute a gross withheld payments amount. Upon acceptance and delivery of articles called for by item _____ of this contract, the Government shall pay to the Contractor an amount which, when added to any amounts previously paid under this sentence, shall be the same percentage of the gross withheld payments amount as the cumulative number of articles accepted and delivered under item _____ of this contract is of the total number of articles called for by such item.

(2) Payment of fee shall be made to the Contractor as specified in the Schedule: *Provided, however*, That after payment of ninety-five percent (95%) of the minimum fee provided for in (1) below, further payment, on account of the fee shall be withheld until a reserve of either fifteen percent (15%) of the target fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(3) The total of the amounts which may be withheld at any one time under both (c)(1) and (c)(2) above shall not exceed the greatest amount which may then be withheld under either (c)(1) or (c)(2), whichever permits the greater withholding at that time.

(4) In the event of complete termination of the work remaining to be performed under this contract or in the event of cessation of performance pursuant to the clause of this contract entitled "Limitation of Cost," the Government shall, subject to the provisions of paragraph (d) below, pay the balance of the gross withheld payments amount to the Contractor within sixty (60) days from the effective date of termination or date of written notice to the Government that performance has been discontinued pursuant to the clause entitled "Limitation of Cost," as the case may be.

(d) At any time or times prior to final payment under this contract, the Contractor may have the invoices or vouchers and statements of cost audited. Each payment therefore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contractor on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(e) On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f) below), the Government shall promptly pay to the Contractor any balance of allowable cost, and any part of the fee, which has been withheld pursuant to (c) above or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one (1) year (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to

costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions—

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract: *Provided*, That such claims are not known to the Contractor on the date of the execution of the release: *And provided further*, That the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

Payments under the assignment and the claims excepted from the release shall be subject to adjustment by reason of the adjustment of fee in accordance with (i) below.

(g) Any cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at its expense or without cost to the Government.

(h) When the work under this contract (including any supplies or services which are ordered separately under, or otherwise added to, this contract) is increased or decreased by contract modification, appropriate adjustments in the target cost and target fee shall be set forth in an amendment or supplemental agreement to this contract.

(i) The fee payable hereunder shall be the target fee increased by (insert contractor's participation) cents for every dollar by which the total allowable cost is less than the target cost or decreased by (insert contractor's participation) cents for every dollar by which the total allowable cost exceeds the target cost. In no event shall the fee be greater than _____%, nor less than _____%, of the target cost; and within these limits such fee shall be subject to adjustment, by reason of increase or decrease of total allowable cost, on account of payments under the assignment required by (f) (i) above, and claims excepted from the release required by (f) (ii) above.

In the event the contracts call for spare parts or other supplies and services which are to be ordered under a provisioning document or Government option, the following provision (j) shall be included:

(j) Compensation for supplies (including spare parts) and services which are to be furnished under this contract pursuant to a provisioning document or Government option shall be determined in accordance with the provisions of this clause notwithstanding any inconsistent provision in such provisioning document or Government option.

(c) (1) In the foregoing clauses, insert, in contracts of the Department of the Army and the Department of the Air Force, the words, "the Contracting Officer." and insert, in contracts of the Department of the Navy the words "the Comptroller of the Navy (Contract Audit Division)" in the spaces designated by an asterisk (*). For approvals with regard to fixed-price type subcontracts, pursuant to paragraph (c) (1) (i) of the foregoing clauses, the standards shall be the same as those governing progress payments on fixed-price type prime contracts. For approvals with regard to cost-reimbursement type subcontracts, pursuant to paragraph (c) (1) (ii) of the foregoing clauses, the standards shall be the same as those contained in § 3.404-3(d) of this subchapter for prime contracts.

(2) In subparagraph (c) (1) of the foregoing clauses, insert the item number of the principal end item being procured under the contract in the space designated by a double asterisk (**).

(3) In accordance with Departmental procedures, the following sentence may be substituted for the third sentence of subparagraph (c) (1) of the foregoing clauses: "Upon the completion of increments of work as specified in the Schedule, the Government shall pay to the Contractor an amount which, when added to any amounts previously paid under this sentence, shall be the same percentage of the gross withheld payments amount as the total of the completed increments is of the total increments of the work called for by this contract." Increments of work specified in the Schedule pursuant to the above provision may be stated in units, percentages of completion, stages of work, or in any other appropriate manner.

(4) In paragraph (f) (ii) (B) of the foregoing clauses, the period of years may be increased to correspond with any statutory period of limitation applicable to claims of third parties against the contractor: *Provided*, That a corresponding increase is made in the period for retention of records required in paragraph (a) (4) of the clause set forth in § 7.203-7.

(5) In all cost-reimbursement type supply contracts covered by any one of the exceptions listed in § 3.404-3(d) (2) of this subchapter, insert the appropriate one of the foregoing clauses modified as follows:

(i) If the clause set forth in paragraph (a) of this section is used, delete paragraph (c) thereof and substitute the following:

(c) Promptly after receipt of each invoice or voucher the Government shall, subject to the provisions of (d) below, make payment

thereon as approved by _____. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule: *Provided, however*, That after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(ii) If the clause set forth in paragraph (b) of this section is used, delete paragraph (c) thereof and substitute the following:

(c) Promptly after receipt of each invoice or voucher, the Government shall, subject to the provisions of (d) below, make payment thereon as approved by _____. Payment of fee shall be made to the Contractor as specified in the Schedule: *Provided, however*, That after payment of ninety-five percent (95%) of the minimum fee provided for in (i) below, further payment on account of the fee shall be withheld until a reserve of either fifteen percent (15%) of the target fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(6) In subparagraph (c) (2) of the clauses set forth in paragraphs (a) and (b) of this section and in the (c) paragraphs set forth in subparagraph (5) of this paragraph, the percentages and amounts set forth therein may be varied in accordance with Departmental procedures, except that the percentage of minimum fee in the incentive fee clause shall not exceed 95 percent.

(7) The measure of the increase and the decrease in the fee, representing "the contractor's participation" as set forth in paragraph (i) of the incentive fee clause, shall normally be the same. Under some circumstances the use of a sliding scale may be appropriate (for example, \$0.01 for the first \$100, \$0.02 for the next \$100, etc.) in which case necessary changes in the wording of paragraph (i) of the incentive fee clause are authorized. The maximum and minimum fee shall normally be equidistant from the target fee.

(8) In the case of cost-reimbursement type supply contracts without fee:

(i) Insert the following sentence in lieu of the second sentence of paragraph (c) of the clause set forth in subparagraph (5) (i) of this paragraph: "After payment of an amount equal to eighty percent (80%) of the total estimated cost of performance of this contract set forth in the Schedule, further payment on account of allowable cost shall be withheld until a reserve of either one percent (1%) of such total estimated cost, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside"; and

(ii) Delete the words "and any part of the fixed fee" from paragraph (e) of the clause set forth in paragraph (a) of this section.

PART 9—PATENTS, DATA, AND COPYRIGHTS

Subpart A—Patents

Section 9.110 has been revised to achieve a uniformity of approach in the reporting of detailed royalty information

for the Military Departments in advance of letting contracts.

§ 9.110 Reporting of royalties.

(a) (1) The Government has acquired license and other rights under a large number of inventions as the result of Government-sponsored research and development and in other ways. In order that the Government may determine whether the charging of royalties to the Government is inconsistent with the rights which the Government has acquired or is otherwise improper, and in order that negotiation for the reduction of excessive royalties may be undertaken, the Departments should be informed of royalties charged or to be charged in connection with the performance of Government contracts. DD Form 633, Cost and Price Analysis (see § 16.206), and DD Form 784, Cost Analysis for Contract Price Redetermination (see § 16.207), provide for reporting royalty information as required in (2) below. Royalty information generally should not be required in formally advertised procurements.

(2) (i) Where it is expected that the work may be performed in the United States, its Territories, its possessions, or Puerto Rico, any solicitation which may result in a negotiated contract estimated to exceed \$10,000 shall contain a special provision substantially as follows:

ROYALTY INFORMATION

When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be furnished with the offer, proposal, or quotation on each separate item of royalty or license fee:

- (i) Name and address of licensor;
- (ii) Date of license agreement;
- (iii) Patent numbers, patent application serial numbers or other basis on which the royalty is payable;
- (iv) Brief description, including any part or model numbers of each contract item or component or which the royalty is payable;
- (v) Percentage or dollar rate of royalty per unit;
- (vi) Unit price of contract item;
- (vii) Number of units; and
- (viii) Total dollar amount of royalties.

In addition, if specifically requested by the contracting officer prior to execution of the contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

(ii) Where the work is to be performed in the United States, its Territories, its possessions, or Puerto Rico, the contracting officer, upon receipt of an offer, proposal, or quotation, which includes a charge for royalties, shall, prior to award of the contract, forward the information called for by subdivision (i) of this subparagraph to the office having cognizance of patent matters for the procuring activity concerned. The cognizant office shall promptly advise the contracting officer as to appropriate action. The contracting officer shall then take action in respect to such royalties, having due regard to all pertinent factors relating to the proposed procurement.

(iii) Where subcontract work is to be performed in the United States, its Territories, its possessions, or Puerto Rico,

the contracting officer, when considering approval of a subcontract, shall require the same information and take the same action with respect to such subcontracts in relation to royalties as required for prime contracts under subdivision (ii) of this subparagraph.

(b) A reporting of royalties clause is not required in contracts where the work is to be performed in the United States, its Territories, its possessions, or Puerto Rico. In negotiated contracts to be performed outside the United States, its Territories, its possessions or Puerto Rico, regardless of the place of delivery, the clause set forth below shall be included. See § 16.806 for an approved form for optional use by contractors in submitting the required report.

REPORTING OF ROYALTIES (FOREIGN)

If this contract is in an amount which exceeds \$50,000, the Contractor shall report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by the Contractor directly to others in the performance of this contract. The Contractor shall also (i) furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer and (ii) insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of fifty thousand United States dollars.

PART 10—BONDS AND INSURANCE

Subpart A—Bonds

Section 10.103-1, has been revised to provide specific criteria as to the conditions under which performance bonds will be required. Section 10.103-1, as revised reads as follows:

§ 10.103 Performance bonds.

§ 10.103-1 Performance bonds for contracts other than construction contracts.

(a) Generally performance bonds will not be required in connection with contracts other than construction contracts. Performance bonds will not be used as a substitute for determinations of contractor responsibility as required by Part 1, Subpart I of this subchapter.

(b) Subject to the general policy stated in paragraph (a) of this section, performance bonds may be required in individual procurements when, consistent with the following criteria, the contracting officer determines the need therefor. Justification for any such requirement must be fully documented.

(1) Where the terms of the contract provide for the contractor to have the use of Government material, property or funds and further provide for the handling thereof by the contractor in a specified manner so as to protect the Government's interests therein, a performance bond may be required.

(2) Where the circumstances applicable to a particular procurement are such that, for financial reasons, a performance bond is necessary to protect the interests of the Government. See for example, § 16.505-2(b)(3) of this chapter.

(c) Subject to the general policy stated in paragraph (a) of this section, deter-

minations that performance bonds will be required in specified classes of cases (e.g., for particular types of supplies or services), may be made (1) for the Army, by the Deputy Chief of Staff for Logistics, (2) for the Navy, by the Chief of Naval Material, and (3) for the Air Force, by the Deputy Chief of Staff, Materiel. A copy of each such determination covering a class of cases shall be forwarded to the Office of Assistant Secretary of Defense (Supply and Logistics) for information.

(d) Performance bonds shall not be required unless the invitation for bids or request for proposals requires such a bond, or the requirement of such a bond is in the interest of the Government, and not prejudicial to other bidders. The requirement for a performance bond shall not be waived when the invitation for bids requires such bond.

(e) When the requirement for a performance bond is made by the terms of a contract, but the bond is not furnished by the contractor within the time specified, the contracting officer shall notify the contractor that the contract will be terminated for default if the bond is not furnished within the time specified in the contract clause providing for such termination (e.g., § 8.707(a)(2) of this chapter).

(f) Where a performance bond is required as a condition precedent to the formation of the contract, but is not furnished within the time specified, if the making of the award can be delayed without prejudice to other bidders and to the public interest, the contracting officer shall notify the bidder that if the bond is not furnished within 10 days (or such other period as the contracting officer may specify) after receipt of the notice, his bid will not be considered for award.

Subpart D—Insurance Under Fixed Price Contracts

Section 10.404 has been revised to incorporate a new Ground and Flight Risk clause to replace the current aircraft in the Open Clause. The clause has been revised to include more comprehensive coverage, as well as to include uniform policies for assuming the risk of loss by the Government, prior to inspection and acceptance, of aircraft in flight. Section 10.404, as revised, reads as follows:

§ 10.404 Aircraft—Ground and Flight Risk.

(a) Negotiated fixed-price type contracts for production, modification, maintenance, or overhaul of aircraft shall, except as provided in paragraph (b) of this section include the clause set forth below.

GROUND AND FLIGHT RISK

(a) Notwithstanding any other provisions of this contract, except as may be specifically provided in the Schedule as an exception to this clause, the Government, subject to the definitions and limitations of this clause, assumes the risk of damage to, or loss or destruction of, aircraft "in the open," during "operation," and in "flight," as these terms are defined below, and agrees that the Contractor shall not be liable to the Government for any such damage, loss,

or destruction, the risk of which is so assumed by the Government.

(b) For the purposes of this clause:

(i) Unless otherwise specifically provided in the Schedule, the term "aircraft" means—

(A) Aircraft (including (I) complete aircraft, and (II) aircraft in the course of being manufactured, disassembled, or reassembled: *Provided*, That an engine or a portion of a wing or a wing is attached to a fuselage of such aircraft) to be furnished to the Government under this contract (whether before or after acceptance by the Government); and

(B) Aircraft (regardless of whether in a state of disassembly or reassembly) furnished by the Government to the Contractor under this contract;

including all property installed therein, or in the process of installation, or temporarily removed from such aircraft: *Provided, however*, That such aircraft and property are not covered by a separate bailment agreement.

(ii) The term "in the open" means located wholly outside of buildings on the Contractor's premises or at such other places as may be described in the Schedule as being in the open for the purposes of this clause, except that aircraft furnished by the Government shall be deemed to be in the open at all times while in Contractor's possession, care, custody, or control.

(iii) The term "flight" means any flight demonstration, flight test, taxi test, or other flight, made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the -----¹. With respect to land based aircraft, "flight" shall commence with the taxi roll from a flight line on the Contractor's premises, and continue until the aircraft has completed the taxi roll in returning to a flight line on the Contractor's premises; with respect to seaplanes, "flight" shall commence with the launching from a ramp on the Contractor's premises and continue until the aircraft has completed its landing run upon return and is beached at a ramp on the Contractor's premises; with respect to helicopters, "flight" shall commence upon engagement of the rotors for the purpose of take-off from the Contractor's premises and continue until the aircraft has returned to the ground on the Contractor's premises and the rotors are disengaged; and with respect to vertical take-off aircraft, "flight" shall commence upon disengagement from any launching platform or device on the Contractor's premises and continue until the aircraft has been re-engaged to any launching platform or device on the Contractor's premises: *Provided, however*, That aircraft off the Contractor's premises shall be deemed to be in flight when on the ground or water only during periods of reasonable duration following emergency landings, other landings made in the performance of this contract, or landings approved by -----¹ in writing.

(iv) The term "Contractor's premises" means those premises designated as such in the Schedule or in writing by the -----¹ and any other place to which aircraft are moved for the purpose of safeguarding the aircraft.

(v) The term "operation" means operations and tests, other than on any production line, of aircraft, when not in flight, whether or not the aircraft is in the open or in motion during the making of any such operations or tests, and includes operations

and tests of equipment, accessories, and power plants, only when installed in aircraft.

(c) (1) The Government's assumption of risk under this clause, as to aircraft in the open, shall continue in effect unless terminated pursuant to subparagraph (3) below. Where the -----¹ finds that any of such aircraft is in the open under unreasonable conditions, he shall notify the Contractor in writing of the conditions he finds to be unreasonable and require the Contractor to correct such conditions within a reasonable time.

(2) Upon receipt of such notice, the Contractor shall act promptly to correct such conditions, regardless of whether it agrees that such conditions are in fact unreasonable. To the extent that the Contracting Officer may later determine that such conditions were not in fact unreasonable, an equitable adjustment shall be made in the contract price to compensate the Contractor for any additional costs it incurred in correcting such conditions and the contract shall be modified in writing accordingly. Any dispute as to the unreasonableness of such conditions or the equitable adjustment shall be deemed to be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled "Disputes."

(3) If the -----¹ finds that the Contractor has failed to act promptly to correct such conditions or has failed to correct such conditions within a reasonable time, he may terminate the Government's assumption of risk under this clause, as to any of the aircraft which is in the open under such conditions, such termination to be effective at 12:01 a.m. on the fifteenth day following the day of receipt by the Contractor of written notice thereof. If the Contracting Officer later determines that the Contractor acted promptly to correct such conditions or that the time taken by the Contractor was not in fact unreasonable, an equitable adjustment shall, notwithstanding paragraph (f) of this clause, be made in the contract price to compensate the Contractor for any additional costs it incurred as a result of termination of the Government's assumption of risk under this clause and the contract shall be modified in writing accordingly. Any dispute as to whether the Contractor failed to act promptly to correct such conditions, or as to the reasonableness of the time for correction of such conditions, or as to such equitable adjustment, shall be deemed to be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(4) In the event the Government's assumption of risk under this clause is terminated in accordance with (3) above, the risk of loss with respect to Government-furnished property shall be determined in accordance with the clause of this contract, if any, entitled "Government-Furnished Property" until the Government's assumption of risk is reinstated in accordance with (5) below.

(5) When unreasonable conditions have been corrected, the Contractor shall promptly notify the Government thereof. The Government may elect to again assume the risks and relieve the Contractor of liabilities as provided in this clause, or not, and the -----¹ shall notify the Contractor of the Government's election. If, after correction of the unreasonable conditions, the Government elects to again assume such risks and relieve the Contractor of such liabilities, the Contractor shall be entitled to an equitable adjustment in the contract price for costs of insurance, if any, extending from the end of the third working day after the Contractor notifies the Government of such correction until the Government notifies the Contractor of such election. If the Government elects not to again assume such risks, and such conditions have in fact been cor-

rected, the Contractor shall be entitled to an equitable adjustment for costs of insurance, if any, extending after such third working day.

(d) The Government's assumption of risk shall not extend to damage to, or loss or destruction of, such aircraft:

(i) Resulting from failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for the protection and preservation of aircraft in the open, and during operation, in accordance with sound industrial practice (the term "Contractor's managerial personnel" means the Contractor's directors, officers, and any of its managers, superintendents, or other equivalent representatives, who has supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant or separate location at which this contract is performed, or a separate and complete major industrial operation in connection with the performance of this contract);

(ii) Sustained during flight if the pilot conducting such flight has not been approved in writing by the -----¹;

(iii) While in the course of transportation by rail, or by conveyance on public streets, highways, or waterways, except for Government-furnished property;

(iv) To the extent that such damage, loss or destruction is in fact covered by insurance;

(v) Consisting of wear and tear, deterioration (including rust and corrosion), freezing, or mechanical, structural, or electrical breakdown or failure, unless such damage is the result of other loss, damage, or destruction covered by this clause; *provided*, however, in the case of Government-furnished property, if such damage consists of reasonable wear and tear or deterioration, or results from inherent vice in such property, this exclusion shall not apply;

(vi) Sustained while the aircraft is being worked upon and directly resulting therefrom, including but not limited to any repairing, adjusting, servicing or maintenance operation, unless such damage, loss, or destruction is of a type which would be covered by insurance which would customarily have been maintained by the Contractor at the time of such damage, loss, or destruction, but for the Government's assumption of risk under this clause; or

(vii) Under this clause, where the total loss resulting from each event separately occurring is less than \$500.

(e) A subcontractor shall not be relieved from liability for damage to, or loss or destruction of, aircraft while in its possession or control, except to the extent that the subcontract, with the prior written approval of the Contracting Officer, provides for relief of the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of such aircraft in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract. Where a subcontractor has not been relieved from liability for any damage, loss, or destruction of aircraft and any damage, loss, or destruction occurs, the Contractor shall enforce the liability of the subcontractor for such damage to, or loss or destruction of, the aircraft for the benefit of the Government.

(f) The Contractor warrants that the contract price does not and will not include, except as may be otherwise authorized in this clause, any charge or contingency reserve for insurance (including self-insurance funds or reserves) covering any damage to, or loss or destruction of, aircraft while in the open, during operation, or in flight, the risk of which has been assumed by the Government under the provisions of this clause, whether

¹In the foregoing clause, insert, in contracts of the Department of the Army and the Department of the Air Force, the words "the Contracting Officer," and insert, in contracts of the Department of the Navy, the activity designated in accordance with Departmental procedures.

or not such assumption may be terminated as to aircraft in the open.

(g) In the event of damage to, or loss of destruction of, aircraft in the open, during operation, or in flight, the Contractor shall take all reasonable steps to protect such aircraft from further damage, separate damaged and undamaged aircraft, put all aircraft in the best possible order and, further, except in cases covered by (d) (vii) above, the Contractor should furnish to the _____¹ a statement of:

(i) The damaged, lost, or destroyed aircraft;

(ii) The time and origin of the damage, loss, or destruction;

(iii) All known interests in commingled property of which aircraft are a part; and

(iv) The insurance, if any, covering any part of the interest in such commingled property.

Except in cases covered by (d) (vii) above, an equitable adjustment shall be made in the amount due under this contract for expenditures made by the Contractor in performing its obligations under this paragraph (g) and this contract shall be modified in writing accordingly.

(h) If prior to delivery and acceptance by the Government any aircraft is damaged, lost, or destroyed and the Government has under this clause assumed the risk of such damage, loss, or destruction, the Government shall either (1) require that such aircraft be replaced or restored by the Contractor to the condition in which it was immediately prior to such damage, or (2) shall terminate this contract with respect to such aircraft. In the event that the Government requires that the aircraft be replaced or restored, an equitable adjustment shall be made in the amount due under this contract and in the time required for its performance, and this contract shall be modified in writing accordingly. If, in the alternative, this contract is terminated under this paragraph with respect to such aircraft and under this clause the Government has assumed the risk of such damage, loss, or destruction, the Contractor shall be paid the contract price for said aircraft (or, if applicable, any work to be performed on said aircraft) less such amounts as the Contracting Officer determines (1) that it would have cost the contractor to complete the aircraft (or any work to be performed on said aircraft) together with anticipated profit, if any, on any such uncompleted work, and (2) to be the value, if any, of the damaged aircraft or any remaining portion thereof retained by the Contractor. The Contracting Officer shall have the right to prescribe the manner of disposition of the damaged, lost, or destroyed aircraft, or any remaining parts thereof; and, if any additional costs of such disposition are incurred by the Contractor, a further equitable adjustment will be made in the amount due to the Contractor. Failure of the parties to agree upon an equitable adjustment or upon the amount to be paid in the event of termination of the contract with respect to any aircraft, shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(i) In the event the Contractor is at any time reimbursed or compensated by any third person for any damage, loss, or destruction of any aircraft, the risk of which has been as-

sumed by the Government under the provisions of this clause and for which the Contractor has been compensated by the Government, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such damage, loss, or destruction and, upon the request of the _____¹ shall at the Government's expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery.

(b) (1) In paragraph (b) of the foregoing clause, certain of the defined terms may be modified by insertion of appropriate additional definitions in the Schedule in accordance with the following. The purpose of the clause is to have the Government assume risks which generally entail unusually high insurance premiums and which are not covered by the contractor's "contents," "work-in-process," or other similar insurance. It is recognized that all of the definitions prescribed in the foregoing clause may not cover all situations which should be covered if the above purpose is to be accomplished. Therefore, changes may be effected in the Schedule as set forth below.

(i) Since the standard definition of "aircraft" contemplates conventional types of winged aircraft, a modified definition is necessary if the contract covers helicopters, vertical take-off aircraft, lighter-than-air airships or other non-conventional types of aircraft. The modified definition should take into consideration that the aircraft has reached a point of manufacture comparable to that required in the standard definition;

(ii) The definition of "in the open" may be modified to include "hush-houses," test hangars, and comparable structures, and other designated areas;

(iii) "Contractor's premises" shall be expressly defined in the Schedule and shall be limited to those locations where aircraft, as defined in the above clause, may be located during and for the performance of the contract. "Contractor's premises" may include, but are not limited to, premises owned or leased by the contractor or premises as to which the contractor has a permit, license, or other right of use either exclusively or jointly with others, including Government airfields.

(2) The Government need not assume the risk of damage to, or loss or destruction of, aircraft, as provided by the foregoing clause, if the best estimate of premium costs to be included in the contract price for insurance coverage for such damage, loss, or destruction at any plant or facility is less than \$500. If it is determined not to assume such risks, the foregoing clause shall not be made a part of the contract.

(3) Subparagraph (d) (iii) of the above clause may be varied to provide for Government assumption of risk of transportation by conveyance on streets or highways where the contracting officer determines that such transportation is

limited to the vicinity of the contractor's premises and is merely an incident to work being performed under the contract.

PART 12—LABOR

Subpart H—Nondiscrimination in Employment

§ 12.801 [Amendment]

1. The cross reference in § 12.801 at the end of the paragraph has been changed to read: "(See §§ 1.903-1(f) and 1.604-2)."

2. Section 12.807 has been added to authorize Department of Defense field personnel to utilize the Regional Offices of the President's Committee on Government Contracts as a source of information. Section 12.807 reads as follows:

§ 12.807 Contact with the President's Committee.

After receiving a complaint of discriminatory employment practices against a contractor it may be appropriate for investigative personnel to contact the Regional Office of the President's Committee on Government Contracts, if there is one in the area, to ascertain if that office has additional information concerning the complaint or contractor. The Regional Office may be used as a point of information. However, contact concerning the conduct of or any other matters pertaining to the investigation shall not be made except after coordination with Departmental headquarters.

PART 30—APPENDIXES TO ARMED SERVICES PROCUREMENT REGULATION

In § 30.3, 103.5 has been revised as follows:

§ 30.3 Appendix C—Manual for Control of Government Property in Possession of Nonprofit Research and Development Contractors.

* * * * *

PART 1—INTRODUCTION

103 Definitions. * * *

103.5 Property Administrator means the Government representative responsible to the contract administrator for reviewing the contractor's property control procedures, for examining the records maintained by the contractor of Government property, for making usage analyses of Government property, and for the maintenance of such Government property records as are required by this subchapter.

(R.S. 161, sec. 2202, 70A Stat. 120; 5 U.S.C. 22, 10 U.S.C. 2202)

(Sec. 201, 55 Stat. 839, as amended, sec. 2202, 70A Stat. 120; 50 U.S.C. App. 611, 10 U.S.C. 2202)

G. C. BANNERMAN,
Director for Procurement Policy,
Office of Assistant Secretary
of Defense, (Supply and
Logistics).

[F.R. Doc. 59-6676; Filed, Aug. 12, 1959; 8:46 a.m.]

¹In the foregoing clause, insert in contracts of the Department of the Army and the Department of the Air Force, the words "the Contracting Officer," and insert, in contracts of the Department of the Navy, the activity designated in accordance with Departmental procedures.

SUBCHAPTER C—MILITARY PERSONNEL

PART 64—TRANSFER OF PERSONS BETWEEN RESERVE COMPONENTS OF THE ARMED FORCES

The Deputy Secretary of Defense approved the following policy on June 25, 1959:

Sec.

64.1 Purpose.

64.2 Applicability.

64.3 Policy.

AUTHORITY: §§ 64.1 to 64.3 issued under sec. 512, 70A Stat. 18; 10 U.S.C. 512 and sec. 595, 70A Stat. 25; 10 U.S.C. 595.

§ 64.1 Purpose.

The purpose of this part is to establish a uniform policy governing interservice transfers of persons not on active duty who have an obligation for service under the provisions of the Universal Military Training and Service Act, as amended or the Armed Forces Reserve Act of 1952, as amended, between reserve components of the Armed Forces.

§ 64.2 Applicability.

This part is applicable to all military departments in the implementation of sections 512 and 595 of Title 10, U.S. Code.

§ 64.3 Policy.

(a) Interservice transfers of persons not on active duty who have an obligation for service under the provisions of the Universal Military Training and Service Act, as amended or the Armed Forces Reserve Act of 1952, as amended between reserve components of the Armed Forces may be accomplished only in cases wherein the reservist requests or consents to such transfer and wherein it is mutually agreed by the two Secretaries concerned that such transfers are in the best interest of the Armed Forces, except as provided in paragraph (b) of this section. An Armed Force may request the transfer of a particular reservist from a reserve component of another Armed Force. Such request will normally be made only when the initiating Armed Force has a specific vacancy for the individual concerned in an organized unit within a reasonable distance of the individual's domicile or place of business. It may be approved only when:

(1) The losing Armed Force has no organized unit within a reasonable distance of the domicile or place of business of the individual to which the reservist may be usefully assigned, or

(2) The reservist has special experience or professional, educational or technical background which is clearly of greater use to the gaining Armed Force and which use outweighs the value of his previous training in the losing Armed Force.

(b) At the time of enrollment in an officer candidate program of another service, an enlisted reservist will be transferred to the reserve component of the service conducting such program, provided that it is mutually agreed by the Secretaries concerned that such transfer is in the best interest of the Armed Forces.

(c) Interservice transfers between reserve components of the Armed Forces

will be accomplished by discharge from the reserve component in which serving for the purpose of immediate enlistment or appointment in the reserve component of the Armed Force concerned. Where membership in the officer training program does not confer military status, discharge will be for the purpose of immediate enlistment in the reserve component of the gaining Armed Force. Discharge for this purpose shall not constitute a fulfillment of the military obligation. Additional service performed after such discharge will be counted toward fulfillment of such obligation.

MAURICE W. ROCHE,
*Administrative Secretary,
Office of the Secretary of Defense.*

AUGUST 10, 1959.

[F.R. Doc. 59-6693; Filed, Aug. 12, 1959;
8:49 a.m.]

Chapter XIV—The Renegotiation Board

SUBCHAPTER B—RENEGOTIATION BOARD REGULATIONS UNDER THE 1951 ACT

PART 1455—PERMISSIVE EXEMPTIONS FROM RENEGOTIATION

Stock Item Exemption

Section 1455.6 *Subcontracts as to which it is not administratively feasible to segregate profits* is amended as follows:

a. Paragraph (b) is amended by deleting from the caption "July 1, 1959" and inserting in lieu thereof "July 1, 1962".

b. Paragraph (b) is further amended by deleting "July 1, 1959" and inserting in lieu thereof "July 1, 1962".

(Sec. 109, 65 Stat. 22; 50 U.S.C. App. Sup. 1219)

Dated: August 10, 1959.

THOMAS COGGESHALL,
Chairman.

[F.R. Doc. 59-6711; Filed, Aug. 12, 1959;
8:52 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Agency

[Reg. Docket No. 86; Amdt. 40-18]

PART 40—SCHEDULED INTERSTATE AIR CARRIER CERTIFICATION AND OPERATION RULES

Deletion of Certain Definitions

Part 40 of the Civil Air Regulations contains definitions of four terms which are also defined in Part 60, and which pertain primarily to the air traffic rules. The Part 40 definitions of these terms are written differently from those in Part 60, even though the terms are intended to have the same meaning in both parts.

Inasmuch as § 40.2 states that the provisions of Part 60 shall be applicable to

all air carrier operations conducted under the provisions of Part 40, unless otherwise specified, the repetition of the definitions in Part 40 is unnecessarily duplicative. To avoid this, and the obvious disadvantage of revising Part 40 each time that the definitions in Part 60 may be modified, those terms which have the same meaning in both parts but which pertain primarily to Part 60 and are defined therein should not be defined in Part 40 also. This amendment therefore eliminates the four definitions in Part 40.

Since this amendment is technical in nature, makes no substantive change, and imposes no additional burden on any person, notice and public procedure hereon are unnecessary, and it may be made effective without prior notice.

In consideration of the foregoing, § 40.5 of the Civil Air Regulations is hereby amended by deleting the definitions of "air traffic clearance," "air traffic control," "control area" and "control zone."

(Sections 313(a), 307, 604; 72 Stat. 752, 749, 778; 49 U.S.C. 1354, 1348, 1424)

Issued in Washington, D.C., on August 7, 1959.

E. R. QUESADA,
Administrator.

[F.R. Doc. 59-6696; Filed, Aug. 12, 1959;
8:49 a.m.]

Chapter III—Federal Aviation Agency

SUBCHAPTER C—AIRCRAFT REGULATIONS

[Reg. Docket No. 88; Amdt. 34]

PART 507—AIRWORTHINESS DIRECTIVES

Miscellaneous Amendments

In order to remove a low spot in the fuel system on Aero Commander aircraft, and to determine if fatigue cracks have developed in the horizontal stabilizer spars of Lockheed 18, PV-1, and PV-2 aircraft, inspection and/or rework are required.

As a result of fuselage fabric failures at the windshield on certain Piper aircraft models, inspection for possible reinforcement is necessary.

Fretting and fatiguing of the damper trunnion bolt in the damper trunnion assembly on Sikorsky S-58 helicopters has not been entirely eliminated, necessitating inspection for condition.

Revisions are necessary for airworthiness directives 59-10-7 on Lycoming engines and 58-10-2 for Piper aircraft.

For the reasons stated above, the Administrator finds that corrective action is required in the interest of safety, that notice and public procedure hereon are impracticable and that good cause exists for making this amendment effective on less than 30 days notice.

In consideration of the foregoing, § 507.10(a) is amended as follows:

1. 59-10-7 Lycoming engines as it appeared in 24 F.R. 5178 is revised by deleting series VO-435 and GO-435 from the applicability statement.

2. 58-10-2 Piper as it appeared in 23 F.R. 4725 is revised by substituting the following for the applicability statement: "Applies to all Model PA-22, PA-20, PA-19, PA-18, PA-16, PA-14, PA-12, J4, J5, AE-1, and HE-1 Series aircraft." Also, add the following statement to the first sentence of the first and second paragraphs: "and P/N 11431 (J4 aircraft only)."

This supersedes the Piper revision in 24 F.R. 5177.

3. The following new airworthiness directives are added:

59-16-1 **AERO DESIGN.** Applies to all Models of Aero Commander aircraft, Serial Numbers 231 through 690.

Compliance required not later than September 15, 1959.

To improve fuel line routing and to eliminate the possibility of a sump being formed between the fuel shut-off valve and the booster pump, the following inspection and/or rework is necessary.

(a) If inspection reveals excessive line lengths are creating water traps or low spots in the fuel line between the fuel shut-off valve and the fuel booster pumps, clamp the lines up to existing structure until a uniform slope is obtained.

(b) If a uniform slope cannot be obtained by clamping up the line, remove the existing 45° elbow at the shut-off valve and replace it with an AN822-8D 90° elbow.

(c) If a uniform slope cannot be obtained after completing items (a) and (b), shorten fuel line until no low spots will exist upon reassembling and installation.

(d) If existing hoses cannot be shortened, new hoses may be obtained from the manufacturer or Aero Commander distributor. See Aero Design Service Bulletin Number 54 for hose assembly part numbers and hose lengths.

59-16-2 **LOCKHEED.** Applies to all Lockheed Model 18, PV-1, and PV-2 Series aircraft. Compliance required as indicated.

Numerous reports have been received wherein fatigue cracks have been found in the horizontal stabilizer spars in the area of the vertical fin attachments. In order to determine if this condition has developed, the following inspection is required.

Within the next 50 hours of flight and at 300-hour intervals thereafter inspect the horizontal stabilizer front and rear spar flanges and webs for cracks in the region of the vertical fin attaching angles. If cracks are found, stop-drill, install spar flange and web doublers and flange filler blocks extending beyond the fin attaching angles. Add doubler plates on the forward face of rear spar in region of rudder hinge bracket attachment holes. One approved method of accomplishing the above spar reinforcement is contained in Lockheed Aircraft Service Bulletin 18/SB-112 dated September 18, 1944, pertaining to this same subject.

59-16-3 **PIPER.** Applies to all Models J4, J5, PA-12, PA-14, PA-15, PA-16, PA-17, PA-20 and PA-22 aircraft.

Compliance required within next 25 hours and at every 100 hours of operation thereafter.

Fabric failures have been experienced where it attaches to the fuselage under the windshield top and/or directly over the rear edge of the windshield top attachment channel. This area shall be inspected and if there is any sign of deterioration of the fabric a strip of 2½ inch pinked reinforcement tape shall be added over the existing fabric. This reinforcement should extend from the aft side of the channel forward and around the slot for the windshield, and extend as near to the fuselage tube as the tape width permits.

(Piper Service Bulletin Number 174 covers this subject.)

59-16-4 **SIKORSKY.** Applies to all Model S-58 helicopters.

Compliance required as indicated.

Due to the present design of the damper trunnion assembly, torque cannot be maintained on the bolt, thereby leading to fretting and fatiguing of the bolt. Although this problem has been partially corrected by replacing the AN 177-34 bolt with S1610-23198 bolt (NAS 627-48 bolt with cotter pin hole), working of the bolt in the assembly has not been completely eliminated. Accordingly, it is considered essential that close surveillance be maintained and the following inspection be carried out pending the development and installation of a redesigned trunnion assembly to correct this difficulty.

During the 50-hour periodic inspection of the damper trunnion for freedom per item No. 20(c) of the Periodic Inspection Check Sheet, Airframe System, S-58 Maintenance Manual, remove the damper trunnion bolt P/N S1610-23198 and inspect for condition. If indications of wearing, scouring or fretting are found the bolt must be replaced prior to further flight.

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on August 10, 1959.

E. R. QUESADA,
Administrator.

[F.R. Doc. 59-6697; Filed, Aug. 12, 1959; 8:50 a.m.]

Title 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration, Department of Health, Education, and Welfare

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

PART 19—CHEESES; PROCESSED CHEESES; CHEESE FOODS; CHEESE SPREADS; AND RELATED FOODS; DEFINITIONS AND STANDARDS OF IDENTITY

Spiced Cheeses, Cold-Pack Cheese, and Cold-Pack Cheese Food; Standards of Identity

In the matter of amending the standards of identity for spiced cheeses, cold-pack cheese, and cold-pack cheese food:

A notice of proposed rule making was published in the FEDERAL REGISTER of May 13, 1959 (24 F.R. 3826), setting forth proposals by Kraft Foods Division of National Dairy Products Corporation, 110 North Franklin Street, Chicago, Illinois, to amend the definitions and standards of identity for spiced cheeses, cold-pack cheese, and cold-pack cheese food to provide for the optional use of not more than 0.2 percent of sorbic acid to retard mold growth in such foods in consumer-sized packages.

On the basis of the relevant information available, taking into consideration that submitted in comments, it is concluded that it will promote honesty and fair dealing in the interest of consumers to adopt the amendments proposed. Therefore, pursuant to the authority vested in the Secretary of Health, Education, and Welfare by the Federal Food,

Drug, and Cosmetic Act (secs. 401, 701, 52 Stat. 1046, 1055, as amended 70 Stat. 919; 21 U.S.C. 341, 371) and delegated to the Commissioner of Food and Drugs by the Secretary (22 F.R. 1045, 23 F.R. 9500): *It is ordered*, That the standards of identity for spiced cheeses, cold-pack cheese, and cold-pack cheese food (21 CFR and 21 CFR, 1958 Supp., 19.670, 19.785, 19.787) be amended as set forth below:

1. Section 19.670 *Spiced cheeses; identity; label statement of optional ingredients*, is amended so that paragraph (d) and the subsequent paragraphs in the section will read as follows:

§ 19.670 *Spiced cheeses; identity; label statement of optional ingredients.*

(d) Spiced cheeses in the form of slices or cuts in consumer-sized packages may contain not more than 0.2 percent by weight of sorbic acid.

(e) The name of each spiced cheese for which a definition and standard of identity is prescribed by this section is "Spiced cheese," preceded or followed by:

(1) The specific common or usual name of such spiced cheese, if any such name has become generally recognized therefor; or

(2) If no such specific common or usual name has become generally recognized therefor, an arbitrary or fanciful name that is not false or misleading in any particular.

(f)(1) When milk other than cow's milk is used in whole or in part, the name of the cheese includes the statement "made from _____," the blank being filled in with the name or names of the milk used, in order of predominance by weight.

(2) If a spiced cheese in sliced or cut form contains sorbic acid, the label shall bear the statement "Sorbic acid added to retard mold growth" or "Sorbic acid added as a preservative."

(3) Wherever the name of the food appears on the label so conspicuously as to be easily seen under customary conditions of purchase, the words and statements prescribed by this section, showing the optional ingredients used, shall immediately and conspicuously precede or follow such name, without intervening written, printed, or graphic matter.

2. Section 19.785 *Cold-pack cheese, club cheese, comminuted cheese; identity; label statement of optional ingredients*, is amended by adding a new subparagraph (6) to paragraphs (c) and (e), as follows:

§ 19.785 *Cold-pack cheese, club cheese, comminuted cheese; identity; label statement of optional ingredients.*

(c) * * *

(6) Cold-pack cheese in consumer-sized packages may contain not more than 0.2 percent by weight of sorbic acid.

(e) * * *

(6) If cold-pack cheese in consumer-sized packages contains sorbic acid, the label shall bear the statement "Sorbic

acid added to retard mold growth" or "Sorbic acid added as a preservative."

3. Section 19.787 *Cold-pack cheese food; identity; label statement of optional ingredients* is amended by adding a new subparagraph (7) to paragraph (e), and a new subparagraph (8) to paragraph (f), as follows:

§ 19.787 *Cold-packed cheese food; identity; label statement of optional ingredients.*

(e) * * *

(7) Cold-pack cheese food in consumer-sized packages may contain not more than 0.2 percent by weight of sorbic acid.

(f) * * *

(8) If cold-pack cheese food in consumer-sized packages contains sorbic acid, the label shall bear the statement "Sorbic acid added to retard mold growth" or "Sorbic acid added as a preservative."

Any person who will be adversely affected by the foregoing order may at any time prior to the thirtieth day from the date of its publication in the *FEDERAL REGISTER* file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, Health, Education, and Welfare Building, 330 Independence Avenue SW., Washington 25, D.C., written objections thereto. Objections shall show wherein the person filing will be adversely affected by the order, shall specify the provisions of the order deemed objectionable and the grounds for the objections, and shall request a public hearing upon the objections. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in quintuplicate.

Effective date. This order shall become effective 60 days after its publication in the *FEDERAL REGISTER*, except as to any provision that may be stayed by the filing of objections. Notice of the filing of objections, or the lack thereof, will be announced by publication in the *FEDERAL REGISTER*.

(Sec. 701, 52 Stat. 1055, as amended 70 Stat. 919; 21 U.S.C. 371. Interprets or applies sec. 401, 52 Stat. 1046; 21 U.S.C. 341)

Dated: July 31, 1959.

[SEAL] GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 59-6644; Filed, Aug. 12, 1959;
8:45 a.m.]

Title 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers,
Department of the Army

PART 203—BRIDGE REGULATIONS

PART 207—NAVIGATION
REGULATIONS

Bear Creek, Maryland; Jamaica Bay,
Long Island, N.Y.

1. Pursuant to the provisions of section 5 of the River and Harbor Act of

August 18, 1894 (28 Stat. 362; 33 U.S.C. 499), § 203.245 governing the operation of drawbridges across navigable waters discharging into the Atlantic Ocean south of and including Chesapeake Bay and into the Gulf of Mexico, except the Mississippi River and its tributaries and outlets, where constant attendance of draw tenders is not required, is hereby amended prescribing paragraph (f) (2-b) to govern the operation of the Baltimore County Revenue Authority bridges across Bear Creek between Dundalk and Sparrows Point, Baltimore County, Maryland, as follows:

§ 203.245 Navigable waters discharging into the Atlantic Ocean south of and including Chesapeake Bay and into the Gulf of Mexico, except the Mississippi River and its tributaries and outlets; bridges where constant attendance of draw tenders is not required.

(f) *Waterways discharging into Chesapeake Bay.* * * *

(2-b) Bear Creek, Md.; The Baltimore County Revenue Authority highway toll bridges between Dundalk and Sparrows Point, Miles 1.3 and 1.8. Between the hours of 12 midnight and 8:00 a.m., inclusive (except Saturdays, Sundays, and the national and State legal holidays between April 16 and November 15 inclusive), at least one-half hour advance notice required.

[Regs., July 29, 1959, 285/91 (Bear Creek, Md.)—ENGWO] (Sec. 5, 28 Stat. 362; 33 U.S.C. 499)

2. Pursuant to the provisions of section 7 of the River and Harbor Act of August 8, 1917 (40 Stat. 266; 33 U.S.C. 1), § 207.37(a) is hereby amended redesignating a seaplane restricted area in Jamaica Bay, Long Island, New York, to conform to existing buoys, as follows:

§ 207.37 *Jamaica Bay, Long Island, New York; seaplane restricted area.*

(a) *The restricted area.* An area in Jamaica Bay bounded as follows: Beginning at Island Channel Range Front Light; thence 157°00' True, 1,125 yards to Island Channel Lighted Buoy 4; thence 113°00' True, 3,000 yards through Big Fishkill Channel Lighted Buoy 3, and Runway Channel Lighted Buoy 2 to Runway Channel Lighted Buoy A; thence 194°00' True, 250 yards to a point on a line ranging with Church Spire, Rockaway Beach; thence 238°00' True, 3,275 yards to a point on a line ranging with the Cupola, Rockaway Point Coast Guard Station No. 92; thence 326°00' True, 465 yards to a point on a line ranging between the West Tower of the Twin Towers, Jacob Riis Park and the West-erly side of seaplane runway at south side of Naval Air Station, Floyd Bennett Field; thence 30°00' True, 875 yards to Fourteen Foot Spot Lighted Buoy on a line ranging with the Cupola, Rockaway Point Coast Guard Station No. 92; thence 344°00' True, 3,000 yards through Island Channel Lighted Buoy 5 to Island Channel Buoy 7; thence 60°00' True, 325 yards to the point of beginning; excluding therefrom Nova Scotia Bar defined by lines connecting the following buoys:

Nova Scotia Bar Lighted Buoy, Island Channel Lighted Buoy 2, Runway Channel Lighted Buoy 5, Runway Lighted Buoy 3, and Beach Channel Lighted Buoy 1A.

[Regs., July 29, 1959, 285/91 (Jamaica Bay, Long Island, N.Y.)—ENGWO] (Sec. 7, 40 Stat. 266; 33 U.S.C. 1)

R. V. LEE,
Major General, U.S. Army,
The Adjutant General.

[F.R. Doc. 59-6675; Filed, Aug. 12, 1959;
8:46 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter I—Bureau of Land Management,
Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 1931]

[Los Angeles 0106793]

CALIFORNIA

Revoking Executive Order No. 8921 of
October 23, 1941, Public Land Order
No. 41 of September 18, 1942
and No. 138 of June 10, 1943

By virtue of the authority vested in the President, and pursuant to Executive Order No. 10355 of May 26, 1952, it is ordered as follows:

1. Executive Order No. 8921 of October 23, 1941, which withdrew the following-described public lands for use of the United States Coast Guard, Treasury Department, in connection with an emergency landing area for seaplanes, is hereby revoked:

SAN BERNARDINO MERIDIAN

T. 11 S., R. 11 E.,

Sec. 28, E $\frac{1}{2}$, NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$.

Totaling 560 acres.

2. Public Land Order No. 41 of September 18, 1942, which withdrew the following-described public lands for use of the Navy Department for aviation purposes, is hereby revoked:

SAN BERNARDINO MERIDIAN

T. 11 S., R. 11 E.,

Sec. 28, W $\frac{1}{2}$ SW $\frac{1}{4}$.

Totaling 80 acres.

3. Public Land Order No. 138 of June 10, 1943, which withdrew the following-described public lands for use of the Navy Department as a seaplane operational training base, is hereby revoked:

SAN BERNARDINO MERIDIAN

T. 11 S., R. 11 E.,

Sec. 20.

Totaling 640 acres.

The total area described in this order is 1,280 acres.

The lands are withdrawn in Public Land Order No. 649 of June 12, 1950, for use of the Atomic Energy Commission.

ROGER ERNST,
Assistant Secretary of the Interior.

AUGUST 7, 1959.

[F.R. Doc. 59-6681; Filed, Aug. 12, 1959;
8:47 a.m.]

Title 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans Administration PART 21—VOCATIONAL REHABILITA- TION AND EDUCATION

Subpart A—Education and Training of World War II Veterans and Voca- tional Rehabilitation Under 38 U.S.C. Ch. 31

MAXIMUM DURATION OF COURSE

Section 21.204(c)(1)(iv) is amended to read as follows:

§ 21.204 Maximum duration of the course.

(c) Conditions governing the providing of vocational rehabilitation training beyond the basic termination date. * * *

(1) Prevented from timely entering training. * * *

(iv) The veteran subsequent to the beginning day of the 4-year and 90-day period immediately preceding his basic termination date, has established the existence of an increase in the degree of the disabling effect of his service-connected disability or an additional service-connected disability which warrants a current finding that need for vocational rehabilitation exists and is attributable to the change.

(72 Stat. 1114; 38 U.S.C. 210. Interpret or apply 72 Stat. 1171; 38 U.S.C. ch. 31)

This regulation is effective August 13, 1959.

[SEAL] ROBERT J. LAMPHERE,
Associate Deputy Administrator.

[F.R. Doc. 59-6715; Filed, Aug. 12, 1959; 8:52 a.m.]

PROPOSED RULE MAKING

DEPARTMENT OF HEALTH, EDU- CATION, AND WELFARE

Food and Drug Administration

[21 CFR Part 120]

TOLERANCES AND EXEMPTIONS FROM TOLERANCES FOR PESTICIDE CHEMICALS IN OR ON RAW AGRI- CULTURAL COMMODITIES

Notice of Filing of Petition for Estab- lishment of Tolerances for Residues of Sodium 2,2-Dichloropropionate

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 408(d)(1), 68 Stat. 512; 21 U.S.C. 346a(d)(1)), the following notice is issued:

A petition has been filed by the Dow Chemical Company, Midland, Michigan, proposing the establishment of tolerances for residues of sodium 2,2-dichloropropionate, as 2,2-dichloropropionic

acid, in or on raw agricultural commodities as follows:

35 parts per million in or on peaches and plums.

25 parts per million in or on alfalfa.
10 parts per million in or on cranberries, grapefruit, lemons, limes, oranges, and tangerines.

2 parts per million in or on coffee.

The analytical method proposed in the petition for determining residues of sodium 2,2-dichloropropionate, as 2,2-dichloropropionic acid, is that described in the notice published in the FEDERAL REGISTER of November 29, 1956 (21 F.R. 9329), and in the Journal of Agricultural and Food Chemistry, Volume 5, pages 675-678 (1957), with minor modifications.

Dated: August 6, 1959.

[SEAL] ROBERT S. ROE,
Director, Bureau of
Biological and Physical Sciences.

[F.R. Doc. 59-6691; Filed, Aug. 12, 1959; 8:48 a.m.]

tractors to whom allotments of controlled materials are issued.

B. Scheduling authority. 1. To reschedule deliveries of materials which are required in support of the Department of Defense Aircraft Program (A1); *Provided, however*, (a) That such authority shall be applicable only to reschedule deliveries on orders bearing the program identification A1 issued by or under the authority of the Department of Defense except as provided in paragraph 3 below; and (b) that such rescheduling of deliveries requires no change in production schedules of the person making the deliveries.

2. To reschedule deliveries of materials which are required in support of the Department of Defense Missiles Systems Program (A2); *Provided, however*, (a) That such authority shall be applicable only to reschedule deliveries on orders issued by or under the authority of the Department of the Air Force and/or Bureau of Aeronautics, Department of the Navy, bearing the program identification A2, except as provided in paragraph 3 below; and (b) that such scheduling of deliveries requires no change in production schedules of the person making the deliveries.

3. To divert deliveries of materials between the Aircraft Program (A1) orders issued by or for any military department and the Missiles Systems Program (A2) orders issued by or for the Department of the Air Force and/or Bureau of Aeronautics, Department of the Navy; *Provided, however*, (a) That such authority shall be applicable only to reschedule delivery on orders bearing the program identification A1 or A2; and (b) that such scheduling of deliveries requires no change in the production schedules of the person making the deliveries.

4. To require a copy of an order board or in lieu thereof, the necessary scheduling data, covering only Selected Aircraft Class B products, as shown under Product Class Code No. 95000 in the BDSA Official Class B Product List of July 1, 1957, from a manufacturer of any such products which are in critically short supply and the lack of which products is seriously interfering with the accomplishment of other aircraft component or aircraft end-item schedules.

5. To schedule or reschedule the production and delivery of Selected Aircraft Class B products: *Provided, however*, (a) That the consent of the manufacturer or producer of any such Class B product proposed to be scheduled or rescheduled is first obtained; (b) that in providing for such scheduling or rescheduling, the manufacturer or producer is not required or authorized to displace the production of, or delay the delivery of, any product other than a Selected Aircraft Class B product; (c) that the manufacturer or producer whose production or delivery has been so rescheduled shall be required to notify immediately in writing all customers whose deliveries have been changed as a result of such rescheduling; and (d) that this authority does not extend to the rescheduling of the production or delivery of materials or products furnished by suppliers to manufacturers of Selected Aircraft Class B products.

NOTICES

DEPARTMENT OF DEFENSE

Office of the Secretary of Defense SECRETARIES OF NAVY AND AIR FORCE

Delegation of Priorities Authority

The Assistant Secretary of Defense (Supply and Logistics) approved the following on July 1, 1959:

I. Delegations of priorities and allotment authority. Pursuant to DoD Directive 4405.6, 20 August 1954 (19 F.R.

5446), and in accordance with Defense Production Act of 1950, as amended, BDSA Delegation 1, and Supplement 1, there is hereby delegated to the Secretary of the Navy and the Secretary of the Air Force:

A. Rating and allotment authority for A1 (Aircraft) Program. 1. To make allotments of controlled materials for the A1 (Aircraft) production program, including all military procurement and civil transport aircraft programs.

2. To issue rating and allotment number DO-A1 to manufacturers and con-

C. Compliance authority. 1. To administer the DMS Audit Program of Selected Airframe and Aircraft Component Plants assigned to DOD under the Department of Defense-Department of Commerce Interagency Compliance Agreement.

D. Related support activities. 1. To assist in expediting deliveries of materials and equipment, and perform other functions directly related to provision of priorities and allocations support for the A1 (Aircraft) Program.

II. Conditions and limitations on exercise of delegated authority. A. This authority shall be exercised within the limits of such allocation determinations or other quantitative restrictions as may be established for the Aircraft Program, and in accordance with such instructions, conditions, record-keeping and reporting requirements, and policy directives as may be issued from time to time by the Assistant Secretary of Defense (Supply and Logistics).

B. The exercise of this authority shall conform to the terms of the regulations and orders of the Business and Defense Services Administration and to such priorities and allocations policy directives and procedures as may be issued by the Assistant Secretary of Defense (Supply and Logistics) in the Priorities and Allocations Manual to implement policies and procedures issued by the Business and Defense Services Administration.

C. This authority may be redelegated and will be exercised jointly by Navy and Air Force in such manner as to assure consistent action. Conflicts will be referred through channels to the Assistant Secretary of Defense (Supply and Logistics) for resolution.

This delegation shall take effect July 1, 1959.

MAURICE W. ROCHE,
*Administrative Secretary, Office
of the Secretary of Defense.*

AUGUST 10, 1959.

[F.R. Doc. 59-6694; Filed, Aug. 12, 1959;
8:49 a.m.]

POST OFFICE DEPARTMENT

REMISSION OF FINES, PENALTIES, FORFEITURES, AND CLAIMS

Delegation of Authority

The following is the text of Order No. 56925 of the Postmaster General, dated July 27, 1959:

1. Pursuant to authority of section 1(b) of Reorganization Plan No. 3 of 1949 (63 Stat. 1066) authority is delegated to the Assistant Postmaster General, Bureau of Finance, to take final action, in his own name, with respect to all matters covered by 5 U.S. Code 383, 384, and 31 U.S. Code 82a-1, 82a-2, 82c.

2. The Assistant Postmaster General, Bureau of Finance, is hereby authorized to redelegate all or such part of the authority vested in him by paragraph 1

of this Order to the Deputy Assistant Postmaster General and Controller, and to the Finance Officer, Bureau of Finance. In making such redelegation, the Assistant Postmaster General, Bureau of Finance, may authorize either or both such officers to take final action in his own name or in the name of the Assistant Postmaster General, Bureau of Finance.

3. Order No. 55239 of the Postmaster General, dated June 26, 1953, and Order No. 56654 of the Postmaster General, dated July 25, 1958, are rescinded.

The following is the text of the Order of the Assistant Postmaster General, Bureau of Finance, dated July 31, 1959:

Pursuant to authority of Postmaster General Order No. 56925, dated July 27, 1959, authority is hereby redelegated to the Deputy Assistant Postmaster General and Controller, Bureau of Finance, to take final action in his own name with respect to all matters covered by 5 U.S. Code, 383, 384, and 31 U.S. Code 82a-1, 82a-2, 82c.

(R.S. 161, as amended, sec. 1(b), 63 Stat. 1066; 5 U.S.C. 22, 133z-15, 369)

[SEAL] HERBERT B. WARBURTON,
General Counsel.

[F.R. Doc. 59-6732; Filed, Aug. 12, 1959;
8:52 a.m.]

DEPARTMENT OF COMMERCE

Federal Maritime Board

MEMBER LINES OF TRANS-PACIFIC FREIGHT CONFERENCE OF JAPAN AND JAPAN-ATLANTIC & GULF FREIGHT CONFERENCE

Notice of Agreements Filed for Approval

Notice is hereby given that the following described agreements have been filed with the board for approval pursuant to section 15 of the Shipping Act, 1916 (39 Stat. 733, 46 U.S.C. 814):

(1) Agreement No. 150-17, between the member lines of the Trans-Pacific Freight Conference of Japan, modifies, as indicated below, the basic agreement of that conference (No. 150, as amended), which covers the trade from Japan, Korea and Okinawa to Hawaii and Pacific Coast ports of the United States and Canada; and

(2) Agreement No. 3103-14, between the member lines of the Japan-Atlantic & Gulf Freight Conference, modifies, as indicated below, the basic agreement of that conference (No. 3103, as amended), which covers the trade from Japan, Korea and Okinawa to U.S. Gulf ports and Atlantic Coast ports of North America.

These modifications provide for the deletion from the respective conference agreements of the provision (1) that assurances for the faithful performance of the terms and conditions of the conference agreement by the agents, sub-agents, subsidiaries and affiliates of each member line shall be filed within the 30-day period set forth in said agree-

ments; and (2) requiring the deposit of \$25,000, or the equivalent thereof, as a guarantee of such faithful performance.

Interested parties may inspect these agreements and obtain copies thereof at the Regulation Office, Federal Maritime Board, Washington, D.C., and may submit, within 20 days after publication of this notice in the FEDERAL REGISTER, written statements with reference to either of the agreements and their position as to approval, disapproval, or modification, together with request for hearing should such hearing be desired.

Dated: August 7, 1959.

By order of the Federal Maritime Board.

GEO. A. VIEHMANN,
Assistant Secretary.

[F.R. Doc. 59-6692; Filed, Aug. 12, 1959;
8:49 a.m.]

Maritime Administration

[Docket No. S-99]

FARRELL LINES, INC.

Notice of Application and of Hearing

Notice is hereby given of the application of Farrell Lines Incorporated, for written permission of the Maritime Administrator, under section 805(a) of the Merchant Marine Act, 1936, as amended, 46 U.S.C. 1223, for its owned vessel, the "SS African Pilot", which is under time charter to States Marine Lines, Inc., to engage in one eastbound intercoastal voyage commencing at United States Pacific ports on or about August 25, 1959, either carrying a full cargo of lumber or lumber products to United States North Atlantic ports or general cargo to United States Gulf ports. This application may be inspected by interested parties in the Office of Government Aid, Maritime Administration.

A hearing on the application has been set before the Deputy Maritime Administrator for August 19, 1959, at 9:30 a.m., e.d.t., in Room 4458, General Accounting Office Building, 441 G Street NW., Washington 25, D.C. Any person, firm, or corporation having any interest (within the meaning of section 805(a)) in such application and desiring to be heard on issues pertinent to section 805(a) must, before the close of business on August 18, 1959, notify the Secretary, Maritime Administration in writing, in triplicate, and file petition for leave to intervene which shall state clearly and concisely the grounds of interest, and the alleged facts relied on for relief. Notwithstanding anything in Rule 5(n) of the rules of practice and procedure, Maritime Administration, petitions for leave to intervene received after the close of business on August 18, 1959, will not be granted in this proceeding.

Dated: August 11, 1959.

GEO. A. VIEHMANN,
Assistant Secretary.

[F.R. Doc. 59-6747; Filed, Aug. 12, 1959;
8:53 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Office of the Secretary

WHITE HOUSE CONFERENCE ON AGING

Delegation of Authority

Subject to the general reservation of authority described in section 2.50 of the Statement of Organization and Delegation of Authority (22 F.R. 1046, February 20, 1957), as it may be amended from time to time, the authority to exercise the functions vested in the Secretary of Health, Education, and Welfare by the White House Conference on Aging Act (Pub. Law 85-908; 72 Stat. 1746) is delegated to the Under Secretary of Health, Education, and Welfare, and in the absence of the Under Secretary, to the Director, Special Staff on Aging.

[SEAL] ARTHUR S. FLEMMING,
Secretary.

[F.R. Doc. 59-6735; Filed, Aug. 12, 1959;
8:53 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

CALIFORNIA

Notice of Proposed Withdrawal and Reservation of Lands

AUGUST 4, 1959.

The Bureau of Sport Fisheries and Wildlife, U.S. Fish and Wildlife Service, has filed an application, Serial No. Los Angeles 0163998, for the withdrawal of the lands described below, from all forms of appropriation under the public land laws, except the mining laws, mineral leasing laws, and the disposal of materials under the Materials Act of July 31, 1947 (61 Stat. 681; 43 U.S.C. 1185), and to reserve the lands, subject to valid existing rights, under the jurisdiction of the Department of the Interior under the Act of August 12, 1958 (72 Stat. 563).

The applicant desires the land for use by the Department of Fish and Game of the State of California for the production, development and management of the wildlife resources in the area, to be known as the Monache-Walker Pass Wildlife Management Area. The Bureau of Land Management shall continue to administer the grazing and forestry resources in accordance with applicable laws and regulations.

For a period of 30 days from the date of publication of the notice, persons having cause may present their objections or suggestions in writing to the undersigned official of the Bureau of Land Management, Department of the Interior, Bartlett Building, 215 West Seventh Street, Los Angeles 14, Calif.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The determination of the Secretary on the application will be announced in the FEDERAL REGISTER. A separate notice will be sent each interested party of record.

The lands involved in the application are:

MOUNT DIABLO MERIDIAN

- T. 26 S., R. 33 E.,
Sec. 33.
T. 27 S., R. 33 E.,
Sec. 1, lots 1-3, incl., S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 2, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 4;
Sec. 9, S $\frac{1}{2}$ S $\frac{1}{2}$;
Secs. 10-13, incl.;
Sec. 14, N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 15, N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 16;
Sec. 17, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 19, lots 1, 2, 7-11, incl., 13-16, incl.;
Sec. 20, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Secs. 21 and 22;
Sec. 23, lots 1, 2, N $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$.
T. 26 S., R. 34 E.,
Sec. 26, E $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 27, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 33, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
Secs. 34-36, incl.
T. 23 S., R. 35 E.,
Sec. 25;
Sec. 36, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
T. 24 S., R. 35 E.,
Secs. 1, 12, 13, 24, 25;
Sec. 36, NW $\frac{1}{4}$ NW $\frac{1}{4}$.
T. 25 S., R. 35 E.,
Sec. 34, N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 35, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.
T. 26 S., R. 35 E.,
Sec. 1, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 2, S $\frac{1}{2}$ S $\frac{1}{2}$;
Sec. 3, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 4, lots 2-4, incl., S $\frac{1}{2}$ NW $\frac{1}{4}$;
Sec. 5, N $\frac{1}{2}$;
Sec. 6, lot 2, N $\frac{1}{2}$;
Sec. 10, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Sec. 11;
Sec. 14, N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Sec. 15, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 16, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 17, E $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
Sec. 20, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
Sec. 21, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 22, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 23, E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 26, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$;
Sec. 27, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
Sec. 32, E $\frac{1}{2}$ NE $\frac{1}{4}$;
Secs. 33-35, incl.
T. 27 S., R. 35 E.,
Secs. 2, 3;
Sec. 4, lots 1-3, incl., S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 7, lots 1-4, incl., W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 9, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Secs. 10, 11, 14, 15;
Sec. 16, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
Sec. 17, SE $\frac{1}{4}$;
Sec. 18, lots 1, 2, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 20, NE $\frac{1}{4}$;
Sec. 21, N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 22, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Secs. 23-25, incl.;
Sec. 26, N $\frac{1}{2}$, SE $\frac{1}{4}$;
Sec. 30, lots 2-4, incl., SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 31;
Sec. 35, NE $\frac{1}{4}$, S $\frac{1}{2}$.
T. 28 S., R. 35 E.,
Sec. 1;
Sec. 2, lots 5-12, incl., S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
Sec. 3, lots 5, 6, 11, 12, 14, 16, 17, 18, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 4, lots 6-11, incl., 13-23, incl., S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 5, lots 5-7, incl., 12-15, incl., 19, 21-23, incl., S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
T. 28 S., R. 35 E.,
Sec. 6, lots 11-16, incl., 23-28, incl., 31, 33-35, incl., SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Secs. 7, 8;
Sec. 9, lots 1-20, incl.;
Sec. 10, lots 1, 4-8, incl., SE $\frac{1}{4}$;
Sec. 11;
Sec. 12, lots 1-4, incl., N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Secs. 13, 14;
Sec. 15, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Secs. 16-19, incl.;
Sec. 20, E $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$;
Sec. 21, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$;
Secs. 22-27, incl.;
Sec. 28, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
Sec. 29, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
Secs. 30-35, incl.;
Sec. 36, lots 1, 2.
T. 22 S., R. 36 E.,
Sec. 1;
Sec. 2, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
Secs. 3, 4;
Sec. 5, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$;
Sec. 8, NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Sec. 9, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 10, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 11, E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Secs. 12, 13;
Sec. 14, E $\frac{1}{2}$;
Sec. 15, W $\frac{1}{2}$;
Sec. 19, SE $\frac{1}{4}$;
Sec. 20, SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 22, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$;
Sec. 23, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 24;
Sec. 25, lots 1-9, incl., NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Sec. 26, N $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 27, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 28, W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 29;
Sec. 30, lots 1, 2, 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 31, lots 1-4, incl., SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 32, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 33, E $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 34, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$;
Sec. 35, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
Sec. 36, W $\frac{1}{2}$, SE $\frac{1}{4}$.
T. 23 S., R. 36 E.,
Sec. 1;
Sec. 2, lots 1, 4, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Secs. 3-9, incl.;
Sec. 10, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 11, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 12;
Sec. 13, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Sec. 14, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
Secs. 15, 16;
Sec. 17, N $\frac{1}{2}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Secs. 18, 19;
Sec. 20, W $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$;
Sec. 22, N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$;
Sec. 23;
Sec. 24, W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Secs. 25-35, incl.;
Sec. 36, N $\frac{1}{2}$.
T. 24 S., R. 36 E.,
Sec. 1, S $\frac{1}{2}$;
Secs. 2-23, incl.;
Sec. 24, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 25, N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 26;
Sec. 27, N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Secs. 29-35, incl.;
Sec. 36, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$.
T. 25 S., R. 36 E.,
Secs. 1-7, incl.;
Sec. 8, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 9, N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
 Secs. 10, 11;
 Sec. 13, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 14, N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 15, N $\frac{1}{2}$;
 Sec. 16, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 18;
 Sec. 24, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 25;
 Sec. 26, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 27, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 30, lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 31, lots 1, 2, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 32, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
 Sec. 33, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 34, S $\frac{1}{2}$;
 Sec. 35;
 Sec. 36, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.
 T. 26 S., R. 36 E.,
 Sec. 6, lots 1, 2.
 T. 27 S., R. 36 E.,
 Sec. 12, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 13, N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
 Secs. 19, 22, 23;
 Sec. 24, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
 Secs. 25-36, incl.
 T. 28 S., R. 36 E.,
 Secs. 1-13, incl.;
 Sec. 14, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Secs. 15-26, incl.;
 Sec. 27, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Secs. 28-35, incl.;
 Sec. 36, NE $\frac{1}{4}$, S $\frac{1}{2}$.
 T. 22 S., R. 37 E., Partially unsurveyed,
 Sec. 3, W $\frac{1}{2}$ lot 2 of NE $\frac{1}{4}$, lot 2 of NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 4, lot 2 of NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
 Secs. 5-9, incl.;
 Sec. 10, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Sec. 11, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 14, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
 Secs. 15-22, incl.;
 Sec. 23, W $\frac{1}{2}$;
 Sec. 26, W $\frac{1}{2}$ W $\frac{1}{2}$;
 Secs. 27-34, incl.;
 Sec. 35, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
 T. 23 S., R. 37 E.,
 Secs. 2-11, incl.;
 Sec. 12, lots 7, 8, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
 Secs. 13-15, incl.;
 Sec. 16, lots 1-4, incl., 6, W $\frac{1}{2}$;
 Sec. 17, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 18;
 Sec. 19, lots 1, 3, 6, E $\frac{1}{2}$;
 Sec. 20, W $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$;
 Sec. 21, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Secs. 22-27, incl.;
 Sec. 28, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
 Sec. 29, N $\frac{1}{2}$ NW $\frac{1}{4}$;
 Sec. 30, lots 1, 8, 11, E $\frac{1}{2}$ lot 5, N $\frac{1}{2}$ NE $\frac{1}{4}$;
 Sec. 31, lots 1-12, incl., NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 32, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
 Sec. 33, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
 Secs. 34-36, incl.
 T. 24 S., R. 37 E.,
 Secs. 1-3, incl.;
 Sec. 4, lots 1-3, incl., S $\frac{1}{2}$;
 Sec. 5, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 6, lots 1-6, incl., E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 7;
 Sec. 8, W $\frac{1}{2}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 Secs. 9-29, incl.;
 Sec. 30, lots 1, 2, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$;
 Sec. 31, lots 2-4, incl., SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$;
 Secs. 32, 33;
 Sec. 34, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 35, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
 Sec. 36, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$.
 T. 25 S., R. 37 E.,
 Sec. 1, lots 1-4, incl., S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 2, lots 1-4, incl.;

Sec. 3, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
 Secs. 4-6, incl.;
 Sec. 7, E $\frac{1}{2}$;
 Secs. 8-10, incl.;
 Sec. 11, S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$;
 Sec. 12;
 Sec. 13, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Secs. 14-22, incl.;
 Sec. 23, W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 24, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 25, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
 Secs. 26-31, incl.;
 Sec. 32, N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 33, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Secs. 34, 35;
 Sec. 36, N $\frac{1}{2}$ S $\frac{1}{2}$.
 T. 26 S., R. 37 E.,
 Secs. 1-3, incl.;
 Sec. 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
 Sec. 5, lots 2-4, incl., S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
 Sec. 6, lots 1-3, incl., E $\frac{1}{2}$ lot 4, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
 Sec. 7, NE $\frac{1}{4}$;
 Sec. 8, N $\frac{1}{2}$, SE $\frac{1}{4}$;
 Secs. 9-15, incl.;
 Sec. 16, E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$;
 Sec. 17, NE $\frac{1}{4}$, S $\frac{1}{2}$;
 Sec. 18, lots 1-4, incl., S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$;
 Sec. 21, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
 Secs. 22-25, incl.;
 Sec. 26, E $\frac{1}{2}$;
 Secs. 27, 28, 33;
 Sec. 34, W $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
 Sec. 35, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 36.
 T. 27 S., R. 37 E.,
 Sec. 1, lot 2 of NE $\frac{1}{4}$, lot 2 of NW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$;
 Secs. 2-4, incl.;
 Sec. 7, lots 1-3, incl., E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
 Secs. 8-15, incl.;
 Sec. 16, N $\frac{1}{2}$, SW $\frac{1}{4}$;
 Sec. 17;
 Sec. 18, lots 3, 4, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 19, lots 1-3, incl., SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
 Secs. 20-23, incl.;
 Sec. 24, N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 26, N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$;
 Sec. 27, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$;
 Secs. 28-32, incl.;
 Sec. 33, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
 T. 28 S., R. 37 E.,
 Sec. 5, W $\frac{1}{2}$ lot 2 of NE $\frac{1}{4}$, lot 2 of NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
 Secs. 6, 7;
 Sec. 8, W $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 17, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
 Secs. 18, 19;
 Sec. 20, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$;
 Sec. 28, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Secs. 29-32, incl.;
 Sec. 33, W $\frac{1}{2}$.
 T. 23 S., R. 38 E.,
 Sec. 19, lots 1-4, incl., E $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 30, lots 1-4, incl., NE $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 31, lots 1-4, incl., SE $\frac{1}{4}$ NW $\frac{1}{4}$.
 T. 24 S., R. 38 E.,
 Sec. 19, SW $\frac{1}{4}$;
 Sec. 30, W $\frac{1}{2}$;
 Sec. 31, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$.
 T. 25 S., R. 38 E.,
 Sec. 5, lots 2-4, incl., SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 6, lots 1-7, incl.;
 Sec. 7;
 Sec. 8, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 17, W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 18;
 Sec. 19, lots 1-5, incl., NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 20, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
 Sec. 29, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
 Sec. 30, lots 7, 8, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
 Sec. 31;
 Sec. 32, W $\frac{1}{2}$;
 Sec. 33, R. 38 E.,
 Sec. 5, W $\frac{1}{2}$ lot 2 of NE $\frac{1}{4}$, lot 2 of NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 6;
 Sec. 7, lot 2 of NW $\frac{1}{4}$, and E $\frac{1}{2}$ NW $\frac{1}{4}$ less 20 acre mining claim, lot 2 of SW $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 8, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 18, lot 2 of NW $\frac{1}{4}$, lot 2 of SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$.
 The area described aggregates 289,356.57 acres, more or less, of which approximately 1,553 acres are in non-Federal ownership. The lands are located near the southern end of the Sierra Nevada Range in Inyo, Kern, and Tulare Counties, California.

GEORGE H. WHEATLEY,
 Acting Manager.

[F.R. Doc. 59-6682; Filed, Aug. 12, 1959;
 8:47 a.m.]

[L:LA-0157654 (23.1)]

CALIFORNIA

Notice of Termination of Proposed Withdrawal and Reservation of Lands

AUGUST 6, 1959.

Notice of Application Serial No. LA-0157654, for withdrawal and reservation of lands was published as Federal Register Document No. 58-6978 on page 6690 of the issue for August 28, 1958. The applicant agency has canceled its application insofar as it involved the lands described below. Therefore, pursuant to the regulations contained in 43 CFR Part 295, such lands were relieved of the segregative effect of the above mentioned application at 2:50 p.m. on July 21, 1959.

The lands involved in this notice of termination are:

MOUNT DIABLO MERIDIAN

T. 5 S., R. 35 E.,
 Sec. 21;
 Sec. 28;
 Sec. 33.
 T. 6 S., R. 35 E.,
 Sec. 3, W $\frac{1}{2}$;
 Sec. 4;
 Sec. 9, N $\frac{1}{2}$;
 Sec. 10;
 Sec. 15;
 Sec. 22;
 Sec. 27;
 Sec. 31, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 33, E $\frac{1}{2}$, SW $\frac{1}{4}$.
 T. 7 S., R. 35 E.,
 Sec. 6, W $\frac{1}{2}$, SE $\frac{1}{4}$.

The total area deleted is approximately 6,800 acres.

GEORGE H. WHEATLEY,
 Acting Manager.

[F.R. Doc. 59-6683; Filed, Aug. 12, 1959;
 8:47 a.m.]

Office of the Secretary
OTTAWA TRIBE OF OKLAHOMA
Notice of Final Membership Roll

Pursuant to section 15(a) of the Act of August 3, 1956 (70 Stat. 963), there is listed below the final roll of members of the Ottawa Tribe of Oklahoma who were living on August 3, 1956.

Disposition has been made of all appeals filed with the Secretary contesting the inclusion or omission of the name of any person on or from the proposed roll of the Tribe as published in the FEDERAL REGISTER on March 21, 1958 (23 F.R. 1901).

ELMER F. BENNETT,
Acting Secretary of the Interior.

JULY 23, 1959.

FINAL ROLL—OTTAWA TRIBE OF OKLAHOMA

Prepared pursuant to the Act of August 3, 1956 (70 Stat. 963)

Roll No.		Name	Sex	Date of birth	Allotment No.	Degree of blood	Residence	Remarks
Final	Proposed							
1	1	Abram, Kathleen I. Price	F	2-18-23		1/16	88 Las Cereta, Vallejo, Calif.	
2		Abram, Sandra Kay	F	4-24-44		1/32	do	
3		Abram, Linda Joy	F	5-17-47		1/32	do	
4		Abram, Stephen Don	M	6-24-53		1/32	do	
5	2	Adams, Teddy, Jr.	M	2-20-21		1/128	428 F St. NE., Miami, Okla.	
6		Adams, Barbara Ann	F	7-22-49		1/256	do	
7		Adams, Tom Lynn	M	8-2-51		1/256	do	
8		Adams, Freddi Lea	F	9-23-54		1/256	do	
9	3	Alley, Patricia Ann Utter	F	10-27-31		3/16	5943 Buelow, Houston, Tex.	
10	4	Alley, Patrick D.	M	12-20-48		3/32	do	
11	5	Anderson, Barbara	F	4-12-50		7/64	902 East 165th St., Seattle, Wash.	
12	6	Anderson, Cheri	F	5-6-54		7/64	do	
13	7	Anderson, Ellen Elizabeth Hurr	F	4-3-25		7/32	do	
14	8	Anderson, Gail	F	3-25-49		7/64	do	
15	9	Anderson, Ronald James	M	1-23-42		7/64	do	
16	10	Anderson, Terrance	M	4-9-53		7/64	do	
17	11	Angelo, Alvin Lee	M	1-10-51		3/8	Miami, Okla.	
18	12	Angelo, Gary K.	M	10-10-48		3/8	do	
19	13	Angelo, Harry Eugene	M	6-28-44		3/8	do	
20	14	Angelo, Larry C.	M	10-10-48		3/8	Route 1, Miami, Okla.	
21	15	Angelo, Lucien Edward	M	9-1-46		3/8	do	
22	16	Angelo, Mary L. King	F	2-9-21		3/4	do	
23	17	Archer, Gwendolyn Miskokomon	F	6-8-24		1/2	18474 Edinborough, Detroit 19, Mich.	
24	19	Arias, Anna King	F	7-1-26		1/16	Globe, Ariz.	
25		Arias, Diane Viola	F	3-15-47		1/32	do	
26		Arias, Martin Allen	M	4-30-50		1/32	do	
27		Arrowood, Sara Jane Pooler	F	2-25-40		1/32	c/o Elva Eva Pooler, Route 1, Miami, Okla.	
28	20	Ayers, Opal Emaleene Wyrick	F	10-6-24		7/64	Oklahoma City, Okla.	
29	21	Bailey, Galena E. Ferris	F	1-3-31		1/8	Joplin, Mo.	
30	22	Bailey, Glenna Sue	F	11-12-54		1/16	do	
31	24	Baldwin, Cleo Ferd	M	3-24-07		1/32	Belleville, Ill.	
32	25	Baldwin, Cleo Virgil	M	1-3-28		1/64	do	
33	26	Baldwin, Doris Mae	F	7-11-30		1/64	do	
34	27	Baldwin, Everette M.	M	12-16-21		1/32	206 13th NW., Miami, Okla.	
35	28	Baldwin, Everette Miles, Jr.	M	10-7-49		5/32	do	Ottawa and Cherokee.
36	30	Baldwin, James Leon	M	8-10-51		5/32	do	Do.
37	33	Baldwin, Fred	M	3-28-84		1/16	Miami, Okla.	
38	31	Baldwin, George W.	M	10-10-89	137	1/16	421 South Nettleton, Springfield, Mo.	
39	32	Baldwin, Homer	M	9-3-23		1/32	do	
40	34	Baldwin, John S.	M	8-1-24		1/32	do	
41	35	Baldwin, Kenneth	M	5-26-25		1/32	do	
42	36	Baldwin, Mary Louise	F	12-14-35		1/64	do	
43	37	Baldwin, Richard	M	5-1-28		1/32	do	
44	38	Baldwin, William H.	M	11-4-09		1/32	do	
45	39	Ballard, James Randolph	M	2-5-54		3/16	Dulce, N. Mex.	
46	40	Ballard, John Robert	M	8-12-55		3/16	do	
47	41	Ballard, Oleta Dean Dawes	F	7-31-27		3/8	do	
48	42	Barlow, Amos F.	M	8-27-09		1/16	Boise, Idaho	
49	43	Barlow, Edith King	F	7-7-85	25	1/8	Route 1, Miami, Okla.	
50	44	Barlow, Joe D.	M	1-4-40		1/32	do	
51	45	Barlow, Joseph F.	M	3-18-07		1/16	Petersburg, Tex.	
52	46	Barlow, Leonard B.	M	2-9-11		1/16	2932 Palomas, Albuquerque, N. Mex.	
53	47	Barlow, Lewis H.	M	3-9-05		1/4	Miami, Okla.	
54	48	Barlow, William Joseph	M	12-27-37		1/8	do	
55	49	Bickers, Bertha May Baldwin	F	10-13-01		1/32	Lyons, Kans.	
56	50	Biddle, Faye Jean	F	5-14-33		3/32	Tulsa, Okla.	
57	51	Biddle, James Larry	M	8-7-41		3/32	do	
58	52	Biddle, Judith Susan	F	4-23-35		3/32	1101 Chestnut, Muskogee, Okla.	
59	53	Biddle, Karen	F	4-5-48		3/32	1709 East 16th, Tulsa, Okla.	
60	54	Biddle, Leonard O.	M	7-13-51		3/32	do	
61	55	Biddle, Leonard Owen	M	7-12-24		3/16	do	
62	56	Biddle, Richard Cecil	M	11-27-12		3/16	1101 Chestnut, Muskogee, Okla.	
63	57	Biddle, Robert Allen	M	12-7-40		3/32	do	
64	58	Biddle, Walter J.	M	4-29-04		3/16	Tulsa, Okla.	
65	59	Bird, Effie Hutchinson Cervantes	F	3-9-02		1/4	Corona, Calif.	
66	60	Bogard, Freda, Illine Wyrick	F	11-9-29		7/64	Pleasanton, Calif.	
67		Boldt, Irene C. Burr	F	8-22-01		7/16	do	
68	61	Boldt, Benjamin	M	11-26-28		7/32	do	
69		Boldt, Walter Ira	M	11-11-23		7/32	do	
70	62	Boldt, Charles Ernest	M	5-26-23		7/32	do	
71	63	Boldt, Ella Ann	F	12-22-32		7/32	do	
72	64	Boldt, Eugene	M	6-8-34		7/32	Boy River, Minn.	
73	65	Boldt, Freddie E.	M	2-23-32		7/32	Topeka, Kans.	
74	66	Bowman, Nora Baldwin	F	10-7-99		1/16	Advance, Mo.	
75		Bowman, Shirley Mae Dixon	F	1-9-30		3/16	c/o Willie G. Dixon, Quapaw, Okla.	
76	67	Boyle, Vergie Mae Baldwin	F	6-27-24		1/32	680 Shoemaker Lane, Bridgeport, Pa.	
77	68	Brady, Sallie Richardson Wyrick Wright	F	12-31-05		7/32	do	
78	69	Brennan, Charles	M	12-18-84	142	1/2	9 C Street NE., Miami, Okla.	
79	70	Brunley, Ann	F	4-28-41		3/32	Miami, Okla.	
80	71	Brunley, Bonnie Jean Jennison	F	4-19-16		3/16	do	
81		Brunley, Guy Alfred	M	9-11-37		3/32	do	
82	72	Brunley, Dan	M	5-14-44		3/32	do	
83	73	Brunley, Kay	F	1-30-39		3/32	do	

NOTICES

FINAL ROLL—OTTAWA TRIBE OF OKLAHOMA—Continued

Roll No.		Name	Sex	Date of birth	Allotment No.	Degree of blood	Residence	Remarks
Final	Proposed							
84	74	Brumbley, Wynn	F	8-18-45		3/32	Miami, Okla.	
85	75	Buckmaster, Edna Lee	F	7-23-40		1/16	Kellogg, Idaho	
86	76	Buckmaster, Gerald	M	6-26-39		1/16	do.	
87	77	Burgan, Patricia Clark	F	3-30-29		1/8	do.	
88	78	Burgin, Clarence O.	M	12-17-04		1/32	1626 East Admiral Pl., Tulsa, Okla., Miami, Okla.	
89	79	Burgin, Morgan	M	6-9-15		1/32	Miami, Okla.	
90		Burgin, Morgan Earl, Jr.	M	6-30-42		1/64	do.	
91	80	Burgin, Virgie A.	M	1-6-11		1/32	do.	
92	81	Burgin, Wanda Louise	F	12-23-33		1/64	do.	
93	82	Burkeybile, Billy Edward	M	10-24-43		3/16	Baxter Springs, Kans.	
94	83	Burkeybile, Cecil Layvette Ball	F	2-3-16		3/8	do.	
95	84	Burkeybile, Charles Joseph	M	7-22-34		3/16	do.	
96	85	Burkeybile, Joe Lee	M	6-29-48		2/16	do.	
97	86	Burkeybile, Layvette Sue	F	10-31-37		3/16	do.	
98	87	Burkeybile, Phil Dean	M	2-16-40		3/16	do.	
99	88	Burkeybile, Robert Lee	F	9-10-35		3/16	do.	
100	89	Burkeybile, Sherril Jolene	F	12-5-55		3/32	do.	
101	90	Burkeybile, Tommie Gene	M	6-10-51		3/16	Baxter Springs, Kan.	
102		Burris, Robert (Bobby) Jo Stevens	F	6-20-36		1/16	3811 Orangedale Ave., Montrose, Calif.	
103	91	Byron, Charles	M	11-1-67	138	1/2		
104	92	Byron, William	M	1876	140	1/2		
105	93	Cantwell, Julia Maxine Richardson	F	5-5-25		7/64	Brockway, Ore.	
106	94	Carpenter, Virginia Lee Dagonette	F	6-25-24		1/16	1001 Hazen St. SE., Grand Rapids, Mich.	
107	95	Caswell, Marcella June Adams	F	4-3-24		1/128	Westwood, Calif.	
108		Caswell, Sharon June	F	4-7-42		1/256	do.	
109		Caswell, Linda Sue	F	3-31-45		1/256	do.	
110	96	Cervantes, Phillip	M	5-24-29		1/8		
111	97	Christmas, Martha Jones	F	2-7-89	22	1/4	609 D St. SE., Miami, Okla.	
112	98	Clark, Clyde	M	11-7-06		1/4	Kansas City, Mo.	
113	99	Clark, Effie M. Jones Lorraine	F	1-14-04		1/4	do.	
114	100	Clogston, Virginia Bladwin	F	11-13-19		1/32		
115		Clemings, Elsie M. Lykins	F	12-8-93		1/16		
116	101	Cook, Nannie Wilson	F	6-9-64	52	1/4	West Los Angeles, Calif.	
117	102	Cooke, Clifford C.	M	2-20-97		3/16	do.	
118	103	Cooke, Shirley Leona	F	7-7-23		3/32	do.	
119	104	Crawford, Christina Jones	F	3-7-91	30	1/4	Route 3, Box 23, Miami, Okla.	
120	105	Crutcher, Budda Lea Wyrick	F	4-7-32		7/64	18313 Benlow, Covina, Calif.	
121	106	Cunningham, Clela Fay King	F	2-15-31		1/16	General Delivery, Commerce, Okla.	
122		Cunningham, Judith Ann	F	4-11-49		1/32	do.	
123		Cunningham, Delinda Kay	F	9-11-50		1/32	do.	
124		Cunningham, Eulene	F	8-29-54		1/32	do.	
125	107	Dagenette, Lucien Kenneth	M	3-21-29		1/16	2225 Patton St., Delano, Calif.	
126	108	Dagenette, Lucien Noel	M	2-14-02		1/8	Weimer Sanatorium, Weimer, Calif.	
127	109	Dagenette, Vincent Quana	M	4-10-41		1/8		
128	110	Dalton, Lucy Irene Hart	F	11-1-37	126	1/8	Brooklyn, N.Y.	
129	111	Dalton (Delton), Francis C.	F	8-23-22		1/16	do.	
130	112	Damron, Nellie Mae Baldwin	F	4-15-11		1/32	Route 3, Box 185, Hot Springs, Ark.	
131	113	Damron, Richard I.	M	10-6-25		1/64	Tulsa, Okla.	
132	114	Darnell, C. Ernest	M	4-19-18		1/32	Route 3, Miami, Okla.	
133	115	Darnell, Harold M.	F	10-16-09		1/32	Route 2, Fairland, Okla.	
134	116	Daugherty, Ruth Marie Herron	F	8-12-11		1/16		
135	117	Davis, Ruth Ann	F	1-31-37		3/32		
136	118	Daves, Charles Edward	M	7-8-52		3/16		
137	119	Daves, Charles Edward	M	2-7-23		3/8		
138	120	Daves, Lottie N. B. Nonkensis	F	10-10-94		3/4	1714 Main St., Galena, Kans.	
139	121	Daves, Lula Belle	F	10-17-36		3/8		
140	122	Dehanas, Jeb	M	2-20-55		1/16	Route 1, Miami, Okla.	
141	123	Dehanas, Jesse Lee	M	7-23-20		1/8	do.	
142	124	Dill, Bonnie Jean Jones	F	6-2-25		1/8	505 I St. SE., Miami, Okla.	
143	125	Dill, Johnetta	F	3-20-42		1/16	do.	
144	126	Dinviddie, Della Baldwin Wright	F	5-29-91		1/16	P.O. Box 92, Forest City, Mo.	
145	127	Dixon, Anthony Eugene	M	3-1-52		3/32		
146	128	Dixon, Willard Eugene	M	6-18-44		3/16		
147	129	Dixon, William A.	M	3-20-32		3/16		
148	130	Dixon, Willie Graham	M	1-26-14		3/8	Quapaw, Okla.	
149		Dixon, Kenneth Earl (Carl)	M	7-28-37		3/16	do.	
150	131	Dixon, Willis, Jr.	M	7-6-46		3/16		
151	132	Dress, Wenonah L. Stultz	F	5-15-17		1/8	216 Fern Dr., Yuma, Ariz.	
152	133	Dry, Betty Irene Houseman	F	9-8-29		1/8	Jonesville, La.	
153	134	Draeger, Audra Jean Fields	F	12-27-37		25/128	Miami, Okla.	Ottawa, Pottawatomie, and Cherokee.
154	135	Duceummon, Jeffery C. (Wistar)	M	12-13-47		1/16		
155	136	Earnest, Elsie Baldwin Price	F	7-2-13		1/32	No. 2, Carol Pl., Lexington Park, Md.	
156	137	Edwards, Karen Luana	F	12-26-42		1/16	Miami, Okla.	
157	138	Edwards, Larry Duane	M	12-22-39		1/16	do.	
158	139	Edwards, Neva Jean	F	4-10-44		1/16	do.	
159	140	Edwards, Wilbur Bronson	M	5-22-10		1/8	110 J NE., Miami, Okla.	
160	141	Epperson, Claudine King	F	4-27-23		1/16	Miami, Okla.	
161	142	Epperson, Beryl Eugene	M	6-27-56		1/32	do.	
162	143	Epps, Ida L. Stephens	F	12-1-79	69	1/2	do.	
163	144	Erwin, Freddie Lee Carlson	F	12-9-33		3/32	do.	
164	145	Erwin, James Allen	M	1-3-38		3/32	Houston, Tex.	
165	146	Erwin, Virginia Ruth Utter Carlson	F	1-20-12		3/16		
166	147	Evans, Marta Louise Hubbard	F	5-10-21		7/64	855 Jerrow, Pennit, Calif.	
167	148	Ferris, James Ray	M	12-14-40		1/16	Webb City, Mo.	
168	149	Ferris, Pauline May	F	1-27-29		1/8	do.	
169	150	Ferris, Ray Edward	M	1-20-26		1/8	do.	
170	151	Ferris, Thomas Edward	M	3-23-52		1/16	do.	
171	152	Fields, Barbara Ann	F	3-8-52		1/16	Miami, Okla.	
172	153	Fields, Douglas Robert	M	11-7-39		3/16	do.	
173	154	Fields, Imogene Holmes	F	9-4-14		3/8	do.	
174	155	Fields, Marjorie L.	F	2-1-44		3/16	do.	
175	156	Fields, Minnie C. Offutt	F	12-12-12		1/8	do.	
176	157	Finnegan, James Donald	M	5-20-34		1/8	do.	
177	158	Force, Janice	F	12-20-44		1/16	Platt City, Mo.	
178	159	Force, Virginia Clemmings	F	8-29-19		1/32		
179	160	Gaffrey, Alberta Mae Hume Williams	F	8-9-11		1/8	1503 East 5th, Hutchinson, Kans.	
180	161	George, Clifford	M	1901		1/4		
181	162	George, Danny Wayne	M	8-21-57		7/32	1146 South Wright, Tacoma, Wash.	
182	163	George Edward A.	M	5-21-27		7/16	9416 315th South, Auburn, Wash.	
183	164	George, Kathleen L.	F	6-19-57		7/32	do.	
184	165	George, Margaret Sue	F	9-17-52		7/32	do.	
185	166	George, Phillip E.	M	11-27-49	104	7/32	do.	
186	167	George, Scott D.	M	2-27-54		7/32	do.	

FINAL ROLL—OTTAWA TRIBE OF OKLAHOMA—Continued

Roll No.		Name	Sex	Date of birth	Allotment No.	Degree of blood	Residence	Remarks
Final	Proposed							
187	165	George, Wayne Sampson.....	M	7-14-32		7/16	1146 South Wright St., Tacoma, Wash.	
188	166	Gilbert, Majel I. Jones.....	F	9-16-20		1/32	2757 Rialto Ave., Rialto, Calif.	
189	167	Gilbert, Pauline Jones B.....	F	7-20-22		1/32	do.	
190	168	Gill, Ramona May Jennison.....	F	4-15-15		3/16	5564 East Clarita, Long Beach, Calif.	
191	169	Gill, Sharon L.....	F	9-29-44		3/32	do.	
192	170	Gill, Shirley F.....	F	3-17-49		3/32	do.	
193	171	Golden, Ada Bernice Wyrick.....	F	11- 8-03		7/32	Fairland, Okla.	
194	172	Griffin, Darrell Ray.....	M	6-21-52		1/16	Rodeca, Calif.	
195	173	Griffin, Sheila Ann.....	F	1- 5-54		1/16	do.	
196	174	Griffin, Shirley Ann Moxley.....	F	9-13-35		1/8	do.	
197		Griffin, Sharon Anita.....	F	1-29-55		1/16	do.	Died Oct. 18, 1956.
198	179	Hall, Edith Pooler.....	F	11-13-09		1/32	Wellington, Kans.	
199	180	Hallas, Dale C.....	M	8- 6-52		7/64	1879 LaCross St., St. Paul, Minn.	
200	181	Hallas, Debra Ann.....	F	11- 1-55		7/64	do.	
201	182	Hallas, Patricia Ann.....	F	3-14-27		7/32	12035 32d St., N.E., Seattle, Wash.	
202	183	Hampton, Inez Stultz.....	F	9-20-03		1/8	Box 83, Miami, Okla.	
203	184	Hansen, Aurelia Hurr.....	F	6-30-23		7/32	1879 LaCross St., St. Paul, Minn.	
204	185	Hansen, Daniel James.....	M	11- 1-50		7/64	do.	
205	186	Hansen, Kenneth Bernard.....	M	11-17-46		7/64	do.	
206	187	Harlow, Fred.....	M	9-24-87	145	1/8	do.	
207	188	Harlow, Frederick.....	M	2- 6-18		1/16	Bartlesville, Okla.	
208	189	Harlow, John Bryon.....	M	9-27-19		1/16	do.	
209	190	Harlow, Harriet Ann.....	F	12-20-27		1/16	do.	
210	191	Hart, Esther King.....	F	1- 2-08		1/4	Miami, Okla.	
211	192	Hart, Ruth Frances.....	F	8-27-93		1/8	Brooklyn, N.Y.	
212	193	Hatch, Donald.....	M	5- 1-32		1/64	Cordell, Okla.	
213	194	Hatch, Helen.....	F	1-22-30		1/64	do.	
214	195	Hatch, Jay Frank.....	M	1-15-34		1/64	do.	
215	196	Hawkins, Isabelle Edwards.....	F	2- 2-06		1/8	Miami, Okla.	
216		Hawkins, Teddy.....	M	11- 4-41		1/16	do.	
217	197	Hawkins, Joe Darrell.....	M	9-10-33		1/16	do.	
218	198	Hawkins, Patricia June.....	F	10- 1-30		1/16	do.	
219	199	Helms, Virginia Pearl Jones.....	F	2-12-10		1/8	124 C NE, Miami, Okla.	
220	200	Henry, Wilberta G. Jones.....	F	8- 9-21		1/8	Kellogg, Idaho.	
221	201	Henry, Orin Ray.....	M	6-23-47		1/16	do.	
222	202	Herring, Wynona Belle Dawes.....	F	4-12-20		7/16	Route 4, Box 543, Salem, Oreg.	
223	203	Herron, Jessie.....	F	1893		1/4	Chicago, Ill.	
224	204	Herron, Perry.....	M	12-22-97		1/4	Route 2, Box 258, Port Arthur, Tex.	
225	205	Hill, Mara Lou Utter.....	F	1-17-30		3/32	1811 Dismuck, Houston, Tex.	
226	206	Hoater, Andrea Fay Hubbard.....	F	1- 7-30		7/64	4902 Bogart, Baldwin Park, Calif.	
227	207	Holden, Ann Cheryl.....	F	4- 6-54		1/16	1839 West Chipman, Phoenix, Ariz.	
228	208	Holden, Floyd.....	M	5-15-23		1/8	do.	
229	209	Holden, Kim Edward.....	M	5-15-52		1/16	do.	
230	210	Holden, Truman.....	M	12- 4-26		1/8	Box 73, Golconda, Nev.	
231		Holden, Dennis.....	M	5-30-53		1/16	do.	
232		Holden, Jean.....	F	5-18-54		1/16	do.	
233		Holden, Tina Marie.....	F	9-30-55		1/16	do.	
234	211	Holland, Christopher Lewis.....	M	1-31-53		1/16	518 South 76th Ave., Tulsa, Okla.	
235	213	Holland, Jack William.....	M	9-22-49		1/16	do.	
236	212	Holland, Elizabeth S. Utter.....	F	3-19-16		3/16	9535 Ave. North, Houston, Tex.	
237	214	Holland, Michael.....	M	8-15-46		3/32	do.	
238	215	Holland, Patsy Geneva Barlow.....	F	2-12-29		1/8	518 South 76th Ave., Tulsa, Okla.	
239	216	Hollis, Carl M.....	M	4- 6-12		1/32	Los Angeles, Calif.	
240	217	Hollis, Charmarie.....	F	3- 7-28		1/64	do.	
241	218	Hollis, Curtis Elsa.....	M	3- 1-07		1/32	Route 6, Box 472, Visalia, Calif.	
242	219	Hollis, Manfred M.....	M	5-10-15		1/32	Los Angeles, Calif.	
243	220	Hollis, Max Duane.....	M	3-14-30		1/64	do.	
244	221	Hollis, Rella John.....	M	4-19-05		1/32	King, Calif.	
245	222	Holmes, Ephraim A.....	M	12-30-91	64	3/4	do.	
246	223	Holmes, Norman Glen.....	M	10-11-10		3/8	Anadarko, Okla.	
247	224	Holmes, Robert E.....	M	11- 6-11		3/8	do.	
248	225	Horton, Floretta Rodman.....	F	7-31-31		1/8	146A North Broadway, Pittsburg, Calif.	
249	226	Horton, Mary Etta.....	F	9-25-50		1/16	do.	
250	227	Horton, Norman Eugene.....	M	6- 1-52		1/16	do.	
251	228	Houseman, Donald J.....	M	9- 2-28		1/64	do.	
252	229	Houseman, Gale D.....	M	10-26-26		1/64	do.	
253	230	Houseman, Gerald.....	M	12-19-26		1/8	do.	
254	231	Houseman, Jaugh.....	M	6-20-22		1/8	Miami, Okla.	
255	232	Huard, Alan Ray.....	M	2-19-39		3/32	Houston, Tex.	
256	233	Huard, Frank Joseph.....	M	1- 9-38		3/32	do.	
257	234	Huard, Laura Maxine Utter.....	F	7- 6-18		3/16	5945 Buelow, Houston, Tex.	
258	235	Hubbard, Joyce Balinda.....	F	2-11-38		7/64	14547 Rockenback, Baldwin Park, Calif.	
259	236	Hubbard, Lenox.....	M	8-15-97		7/32	do.	
260	237	Hubbard, Lenox, Jr.....	M	4- 3-20		7/64	1947 Federal, Costa Mesa, Calif.	
261	238	Hubbard, Robert Henry.....	M	3-20-26		7/64	227 Yalton, Covina, Calif.	
262	239	Huffaker, Arabawanna Burgin.....	F	6-12-26		1/64	16704 Bristol Ave., Hickman Mills, Mo.	
263	240	Hughes, Marjorie Overly.....	F	1- 7-24		1/64	do.	
264	241	Hume, Alberta May Williams.....	F	8- 9-11		1/8	do.	
265	242	Hurr, Jorgen Norris.....	M	11-26-12		7/16	1205 35th NE., Seattle, Wash.	
266	243	Hurr, Leo Bruce.....	M	1-20-00		7/16	do.	
267	244	Hurr, Leo Bruce, Jr.....	M	6-13-29		7/32	do.	
268	245	Hurr, Ray William.....	M	4- 1-03		7/16	do.	
269	247	Hutchinson, Ruby.....	F	6-21-04		1/4	do.	
270	248	Jamison, Alene Fay Greenback.....	F	5- 1-30		5/8	Tulsa, Okla.	
271	249	Jennison, Charles Randolph.....	M	2- 1-20		3/16	13116 Woodridge Ave., Norwalk, Calif.	
272	250	Jennison, Edward.....	M	9-12-04		3/16	209 C St. NE., Miami, Okla.	
273	251	Jennison, Ernest Walter.....	M	3-30-22		3/16	Route 1, Box 894, Antioch, Calif.	
274	252	Jennison, Glenna.....	F	12- 9-47		3/32	Antioch, Calif.	
275	253	Jennison, Glen O., Jr.....	M	10-27-28		3/16	do.	
276	254	Jennison, Guy.....	M	3-20-86	77	3/8	Route 1, Miami, Okla.	
277	255	Jennison, Guy, Jr.....	M	10-24-13		3/16	do.	
278	256	Jennison, Jerry Bob.....	M	6-26-38		3/32	Long Beach, Calif.	
279	257	Jennison, Jill Nadine.....	F	6-27-50		3/32	Downey, Calif.	
280	258	Jennison, Kenneth Ray.....	M	1-28-11		3/16	Long Beach, Calif.	
281	259	Jennison, Mark James.....	M	11-20-46		3/32	Downey, Calif.	
282	260	Jennison, Ralph Jay.....	M	1-28-84	76	3/8	Long Beach, Calif.	
283	261	Jennison, Robert.....	M	1-20-51		3/32	Antioch, Calif.	
284	262	Jennison, Walter Clifton.....	M	7-10-48		3/32	Downey, Calif.	
285	263	Jennison, Walter Dean.....	M	1897		3/8	1063 Elm Ave., Long Beach, Calif.	
286	264	Jennison, Walter Gene.....	M	1-14-12		3/16	410 South Main, Miami, Okla.	
287	265	Jones, Billy Frank.....	M	11-19-37		1/16	Brown Apts., 128B NE., Miami, Okla.	
288	266	Jones, Billie Wayne.....	M	3-11-24		1/32	Laramie, Wyo.	
289	267	Jones, Davetta.....	M	6-23-39		1/16	Route 2, Fairland, Okla.	
290	268	Jones, David.....	M	12-21-18		1/8	do.	
291	269	Jones, David Lee.....	M	10-14-45		1/16	do.	
292	270	Jones, Ethel May.....	F	8- 7-33		1/16	Los Angeles, Calif.	

FINAL ROLL—OTTAWA TRIBE OF OKLAHOMA—Continued

Roll No.		Name	Sex	Date of birth	Allotment No.	Degree of blood	Residence	Remarks
Final	Proposed							
293	271	Jones, Ida Claudette	F	3-15-50		1/16	Route 2, Fairland, Okla.	
294	272	Jones, Ira M.	M	11-10-79	6	1/4	1008 East Locust, Springfield, Mo.	
295		Jones, Vincent Young	M	2-11-21		1/8	do.	
296		Jones, Ira M., Jr.	M	11-10-22		1/8	do.	
297	274	Jones, Julian B.	M	3-22-32		1/16	Kansas City, Kans.	
298	276	Jones, Lyman	M	1-10-06		1/8	Los Angeles, Calif.	
299	277	Jones, Malvin Kirk	M	1-21-27		1/16	do.	
300	278	Jones, Virginia Pearl	F	6-1-48		1/16	Miami, Okla.	
301	279	Jones, Wilbert Dale	M	3-6-41		1/16	do.	
302	280	Jones, Zora Baldwin	F	10-7-00		1/16	Advance, Mo.	
303	282	Kalebaugh, Darryl Lee	M	8-7-54		1/16	Route 1, Box 93, Oakley, Calif.	
304	283	Kalebaugh, Eldora J.	F	7-2-28		1/8	do.	
305	284	Kalebaugh, Linda Jeanne	F	2-27-50		1/16	do.	
306		Kalousek, Margie Cummings	F	8-13-22		1/32		
307		Kalousek, Roberto Jean	F	2-12-43		1/64		
308		Kalousek, Danny Curtis	M	9-13-46		1/64		
309	285	Keah, Edward	M	10-29-11		1/2	911 K St. NW., Miami, Okla.	
310	286	Keah, Edward J., Jr.	M	10-2-45		1/4	do.	
311	287	Keah, Evelyn Joan	F	5-21-38		1/4	do.	
312	288	Keah, Kathryn Elizabeth	F	10-6-62		1/4	do.	
313	289	Keah, Mary Jane	F	4-1-47		1/4	do.	
314	290	Keah, Millard Joseph	M	10-2-49		1/4	do.	
315	291	Keath, Raymond K.	M	7-12-12		1/2	c/o Feeble Mind Home, Enid, Okla.	
316	293	Kelly, David Earl	M	5-19-46		1/16	Carydon, Iowa	
317	294	Kelly, Mark	M	6-23-56		1/16	do.	
318	295	Kelly, Ramona June Cavener	F	1-31-18		1/8	do.	
319	296	Kelly, William Neil	M	9-8-54		1/16	do.	
320	297	Keltner, Gertrude Marley Murray	F	9-4-08		1/4	Box 903, Lancaster, Calif.	
321	367	Keltner, George William	M	4-5-34		1/8	do.	
322	363	Keltner, Thomas Wray	M	1-28-53		1/16	do.	
323	293	Kenny, Eva Marie Baldwin	F	1-23-08		1/32		
324	299	Kenny, Michael Ann	F	9-12-33		1/64		
325	300	Kenny, Patricia Jo	F	7-17-30		1/64		
326	301	Ketcher, Donald Lee	M	7-18-27		1/16	610 D St. SE., Miami, Okla.	
327	302	King, Bert Henry	M	7-5-96		1/8	Route 1, Miami, Okla.	
328	303	King, Clarence	M	1-1-09		3/4	do.	
329	304	King, Clarence Edison, Jr.	M	3-3-47		5/8	do.	
330	305	King, Claude	M	7-2-19		1/16	Ottawa County, Okla.	
331		King, Maria Elena	F	10-7-43		1/32	do.	
332		King, Thomas Claude	M	12-14-48		1/32	do.	
333		King, Ethel Ellen	F	8-9-51		1/32	do.	
334	306	King, Clyde H.	M	4-27-23		1/16	Quapaw, Okla.	
335		King, Rose Anna	F	8-11-47		1/32	do.	
336		King, Mary Lou	F	9-11-48		1/32	do.	
337		King, Gary Lee	M	4-6-51		1/32	do.	
338		King, Fielda Lucille	F	2-18-53		1/32	do.	
339	307	King, Curtis D.	M	11-20-18		3/4	Miami, Okla.	
340	308	King, Don W.	M	8-20-24		3/4	Route 1, Miami, Okla.	
341	309	King, Fred S.	M	4-24-33	24	1/8	do.	
342	310	King, Gary J.	M	10-12-41		1/16	do.	
343	311	King, Jacob	M	7-15-29		1/16	do.	
344		King, Fred Andrew	M	2-15-51		1/32	do.	
345	313	King, James Michel	M	12-6-41		5/8	San Carlos, Ariz.	
346	314	King, Jewell	M	7-16-26		1/16	527A, NW., Miami, Okla.	
347		King, Francis Ray	M	6-16-50		1/32	do.	
348		King, Theodore H.	M	7-13-53		1/32	do.	
349		King, Richard Dale	M	11-25-55		1/32	do.	
350	315	King, Joseph M.	M	6-17-45		1/16	do.	
351	316	King, Kenneth J.	M	8-23-14		3/4	Miami, Okla.	
352	317	King, Larry W.	M	10-12-41		1/16	do.	
353	318	King, Louise H. Holmes	F	7-11-88	63	3/4	Route 1, Miami, Okla.	
354	319	King, Ray William	M	9-5-21		1/16	do.	
355		King, Charles Ray	M	4-14-48		1/32	do.	
356	320	King, Robert	M	9-3-93		1/8	do.	
357	321	King, Walter H.	M	5-5-81	57	3/4	Box 462, Quapaw, Okla.	
358	322	King, Walter H., Jr.	M	3-29-07		3/4	Miami, Okla.	
359	323	Kirk, Onida Elouise Cook	F	7-7-01		17/32	Los Angeles, Calif.	
360	324	Kirk, Thomas Lester	M	9-30-18		17/64	do.	
361	325	Kleidon, Rosa Lea	F	11-7-24		1/16	Route 1, Fairland, Okla.	
362		Kleidon, Bert Henry	M	9-26-43		1/32	do.	
363		Kleidon, Patricia Rose	F	11-14-46		1/32	do.	
364		Kleidon, Joyce Kay	F	3-26-55		1/32	do.	
365	326	Ladd, Paulette May	F	1-26-51		1/16	Commerce, Okla.	
366	327	Ladd, Peggy Jean	F	10-31-45		1/16	do.	
367	328	Lafr, Eunice M. Jones	F	10-9-99		1/4	Miami, Okla.	
368	330	Landers, Naomi Spinks	F	3-1-08		1/32		
369	331	Landrum, Gloria Lee Utter	F	5-9-24		3/16	5003 Yellowstone, Houston, Tex.	
370	332	Layton, Ida Walker	F	6-27-93		1/8	Houston, Tex.	
371	333	Loehr, Blifford	M	6-23-48		1/16	Route 2, Caldwell, Tex.	
372	334	Loehr, Dannie Wayne	M	2-11-55		1/16	do.	
373	335	Loehr, Wanda Lee Houseman	F	2-25-24		1/8	do.	
374	336	Long, Lida King	F	3-23-02		1/16	Route 1, Miami, Okla.	
375	338	Looney, Bessie Oma Dixon	F	7-14-35		3/16	Quapaw, Okla.	
376	339	Looney, Sammie Jay	M	12-22-54		3/32	do.	
377	340	Lykins, James R.	M	5-12-25		1/32	Commerce, Okla.	
378	341	Lykins, Robert W.	M	1-22-22		1/32	2511 Fairbert Ave., Louisville, Ky.	
379		Lykins, Melanie D.	F	11-2-48		1/64	do.	
380		Lykins, David A.	M	11-12-50		1/64	do.	
381		Lykins, Andria B.	F	5-17-55		1/64	do.	
382	342	Lykins, Willis Ed	M	2-19-96		1/16	Commerce, Okla.	
383		Lykins, Robert D., Jr.	M	7-14-40		1/64		
384		Lykins, Patricia	F	10-26-44		1/64		
385		Lykins, Vickie Lynn	F	11-15-54		1/64		
386		Lykins, Rebecca Jean	F	4-8-56		1/64		
387	344	Mahan, Mary Helen Biddle	F	12-6-18		3/16	1613 North Central, El Monte, Calif.	
388	345	Mahan, Mary Lou	F	12-27-41		3/32	do.	
389	343	Mahan, Jerry Wayne	M	5-21-44		3/32	do.	
390	346	Menn, Ethel Walker Vandarian	F	6-29-92		1/8	Quapaw, Okla.	
391	347	Martin, Joyce Williams	F	7-22-18		3/32	Riviera, Calif.	
392		Martin, Michael Louis	M	11-17-53		3/64	do.	
393		McBee, Norma Jean	F	6-20-26		1/32		
394		McBee, Carole J.	F	7-3-45		1/64		
395		McBee, Suzanne M.	F	4-24-47		1/64		
396	348	McBrien, Elsie	F	11-8-03		1/32	Commerce, Okla.	
397	349	McBrien, Harliega Gene	M	4-22-30		1/64		
398	350	McBrien, Harliega W.	M	7-16-04		1/32	Miami, Okla.	

FINAL ROLL—OTTAWA TRIBE OF OKLAHOMA—Continued

Roll No.		Name	Sex	Date of birth	Allotment No.	Degree of blood	Residence	Remarks
Final	Proposed							
399	351	McBrien, Richard Farmer	M	11-15-15		1/32	Commerce, Okla.	
400		McCain, Claudia Viola	F	11-11-45		1/32	1101 D St. NW., Miami, Okla.	
401		McDonald, Shirley L. Ferris	F	8-12-34		1/8		
402		McDonald, Patsy Jean	F	9-23-50		1/16		
403		McDonald, Jerry Lee	M	12-5-51		1/16		
404		McDonald, Kenneth Ray	M	7-14-53		1/16		
405		Megee, Lolita King	F	7-31-31		1/16		
406		Megee, Leonard E.	M	8-2-52		1/32		
407		Megee, Michael Wayne	M	8-29-54		1/32		
408		Megee, Ricky Lee	M	11-15-55		1/32		
409	352	Miller, Chauncey L.	M	6-11-21		1/32	234 28th, Longview, Wash.	
410	354	Montgomery, Johnny	M	5-10-52		11/32	Midwest City, Okla.	
411	355	Montgomery, Lorene J. King	F	8-1-16		3/4	do.	
412	356	Montgomery, Richard Marion	M	4-30-32		11/16	Miami, Okla.	
413	357	Mooneyhan, Ruby E. Burgin	F	3-14-08		1/32	Route 1, Miami, Okla.	
414	358	Morris, Christine Beth	F	5-31-41		1/8	do.	
415	359	Morris, Eileen Belle Cavener	F	5-8-21		1/8	733 D St. SE., Miami, Okla.	
416	360	Morris, Roy Wayne	M	2-2-39		1/8		
417	361	Morton, Ella Baldwin Darnell	F	5-29-91		1/16	Miami, Okla.	
418		Moxley, Harvey	M	6-20-12		1/4	Rodeo, Calif.	
419	362	Moxley, Bobby Joe	M	8-26-44		1/8	do.	
420	363	Moxley, Patsy Jean	F	8-11-40		1/8	do.	
421	364	Mueller, Christina Wyrick Thomas	F	5-19-13		7/32	8432 SE. 82d, Portland, Oreg.	
422	365	Mueller, Sallye Medora	F	6-27-51		7/64	do.	
423	366	Martha, Joseph H.	M	8-16-15		1/16	Brooklyn, N.Y.	
424	369	Neff, Nadine Ketcher Christmas	F	11-14-11		1/8	610 D St. SE., Miami, Okla.	
425	370	Newport, Opal Burgin	F	9-8-06		1/32	222 1/2 West Main, Pawhuska, Okla.	
426	371	Newton, Lorene Lykins	F	1-4-04		1/16	Carl Junction, Mo.	
427		Newton, I. D. Jack, Jr.	M	11-19-29		1/32	do.	
428		Newton, James Edward	M	5-24-36		1/32	do.	
429	372	Nixon, Lorene A. Pooler	F	3-23-22		1/32	Baxter Springs, Kans.	
430	373	Nutter, Frank George	M	1892		1/2		
431	374	Offutt, Thomas W.	M	7-11-07		1/8	604 I St. SE., Miami, Okla.	
432	375	Overley, Billy Kenneth	M	1-27-25		1/64		
433	376	Overley, Byrl Gladys Hollis	F	9-7-03		1/32	1860 5th, Orinville, Calif.	
434	377	Overley, Dana Lee	F	11-28-26		1/64	do.	
435	378	Overley, Eileen	F	7-28-22		1/64	do.	
436	379	Overley, Jack	M	6-28-21		1/64	do.	
437	380	Overley, James Randall	M	12-12-29		1/64	do.	
438	381	Overley, Max Perry	M	8-27-28		1/64	do.	
439	382	Parker, Audria Alice Hatch	F	12-12-28		1/64		
440	383	Pendergraft, Lloyd	M	7-21-27		1/64	3328 East Reading, Tulsa, Okla.	
441	384	Percy, Katherine Ladina Dagenette	F	8-11-31		1/16	2329 Thomas Way, Delano, Calif.	
442	385	Phelps, Catherine Wyrick	F	2-3-10		7/32	Portland, Oreg.	
443	386	Pinion, Marjorie Ethel Wright	F	4-17-29		1/32	627 North West Ave., Springfield, Mo.	
444	387	Place, Opal Fay Baldwin	F	5-1-10		1/32	Texas City, Tex.	
445	388	Place, Billy Dean	M	9-2-27		1/64	do.	
446	389	Pooler, Bobbie Arlo	M	5-8-27		1/32	Miami, Okla.	
447	390	Pooler, Gene Harley	M	9-30-34		1/32	do.	
448	391	Pooler, John Albert	M	8-13-94		1/16	do.	
449	392	Pooler, Lee Otis	M	10-22-11		1/32	do.	
450	393	Pooler, Mary Ann	F	1-28-37		1/32	do.	
451	394	Pooler, Mose Arthur	M	3-20-29		1/32	do.	
452	395	Pooler, Otis Tobe	M	2-14-87	98	1/16	Route 3, Miami, Okla.	
453	397	Price, Effie M. Offutt	F	2-3-04		1/8	621 H St. SE., Miami, Okla.	
454	398	Price, Ray	M	6-23-36		1/64		
455	399	Price, Robert Eugene	M	4-20-48		1/16	621 H St. SE., Miami, Okla.	
456	400	Price, William Wayne	M	2-16-24		1/16	Miami, Okla.	
457		Price, Sally Ann	F	5-7-44		1/32	do.	
458		Price, William Wayne, Jr.	M	11-1-49		1/32	do.	
459	401	Reeder, Elmer Lee	F	4-29-27		1/32	Drumright, Okla.	
460	402	Reeder, Marilla Baldwin	F	12-30-33		1/16	do.	
461	403	Rhodes, Geneva King Todd	F	12-11-15		1/16	Miami, Okla.	
462	404	Richardson, Arthur Calvin	M	10-27-27		7/64	Box 103A, Clakamas, Oreg.	
463	405	Roberts, Carol Jean Dagenette	F	12-11-35		1/16	1223 Main St., Delano, Calif.	
464	406	Roberts, Gene Richard	M	1-19-51		3/32	Whittier, Calif.	
465	407	Roberts, Gordon Donald	M	11-8-49		3/32	do.	
466	408	Roberts, Steven Dale	M	2-6-47		3/32	do.	
467	409	Roberts, Wanda Nadine Jennison	F	3-17-19		3/16	do.	
468	410	Robinson, Catherine Jennison	F	2-15-99		3/8	Route 1, Miami, Okla.	
469	411	Robinson, Jack Bert	M	2-27-28		3/16	Miami, Okla.	
470	412	Robinson, Jackie B.	M	9-8-49		3/32	do.	
471	413	Robinson, Janelle Lee	F	7-19-50		3/32	do.	
472	414	Robinson, William Walter	M	10-11-35		3/16	do.	
473	415	Rodman, Bert A.	M	12-15-19		1/8	Route 1, Sonora, Calif.	
474	416	Rodman, Curtis L.	M	3-10-29		1/8	do.	
475	417	Rodman, Franklin Darrell	M	1-31-37		1/16	do.	
476	418	Rodman, Leonard E.	M	6-16-22		1/8	do.	
477	419	Rodman, Lesley K.	M	1-16-39		1/8	do.	
478	420	Rodman, Mary Wistar	F	8-21-99		1/4	do.	
479	421	Roper, Cecil Ohm	M	10-23-02		1/32	San Diego, Calif.	
480	422	Roper, Cecil Ohm, Jr.	M	6-1-28		1/64	do.	
481	423	Roper, Dewitt Abner	M	4-8-07		1/32		
482	424	Roper, Kenneth L.	M	2-23-09		1/32	57 Seminary Ave., Yonkers, N.Y.	
483	425	Roper, Paul Lloyd	M	8-13-21		1/32	224 SE. 6th St., Dania, Fla.	
484	292	Savoie, Ada May King Kelly	F	8-7-12		3/4	Route 1, Miami, Okla.	
485	426	Sayce, Juanita Hubbard	F	8-8-07		1/32	Long Beach, Calif.	
486	427	Scheck, Winona G. Hubbard	F	12-20-93		1/32	Los Angeles, Calif.	
487	428	Schrader, Elizabeth May Nonkesis Ferris	F	12-12-08		1/4		
488	429	Scrivner, Irene Barlow Gordon	F	10-4-14		1/16	Bell, Calif.	
489		Scrivner, Kenneth Farrell	M	11-19-41		1/32	do.	
490	430	Scott, Dennis Jack	M	9-8-54		3/16	Galena, Kans.	
491	431	Scott, Donald Eugene	M	6-4-52		3/16	do.	
492	432	Scott, Mendota Irene Dawes	F	2-11-31		3/8	do.	
493	433	Sexton, Leona Reece, Jr.	M	6-19-52		1/16	Sperry, Okla.	
494	434	Sexton, Velma Mae Wistar Ducommun	F	7-31-21		1/8	Route 1, Sperry, Okla.	
495	435	Setzor, Catherine Mosley	F	11-27-05		1/4	P.O. Box 903, Lancaster, Calif.	
496	436	Shearer, Lena William Lykins	F	8-22-78	41	1/8	Wichita Falls, Tex.	
497	437	Shelton, Alice Hatch Wright	F	5-2-09		1/32	310 North Market, Cordell, Okla.	
498	438	Shelton, Mary Harlow	F	3-9-60	144	3/16		
499	439	Shelton, Ruby Fay	F	5-21-36		1/64		
500	440	Smith, Amelia Billie King	F	10-2-06		1/4	Miami, Okla.	
501	441	Smith, Dixie Dean Burgin	F	1-3-29		1/64		
502	442	Sparkman, Gladys L. Edwards Adams	F	11-27-00		1/64	Miami, Okla.	
503	443	Spinks, Amos	M	3-5-03		1/32		
504	444	Spinks, Donald Gene	M	12-19-32		1/64		

FINAL ROLL—OTTAWA TRIBE OF OKLAHOMA—Continued

Roll No.	Final	Proposed	Name	Sex	Date of birth	Allotment No.	Degree of blood	Residence	Remarks
505	445		Spinks, Theodor	M	4-10-12		1/32		
506	446		Spriggs, Erma Houseman Barlow	F	5-15-03		1/4	Miami, Okla.	
507	447		Spriggs, Mary Lou	F	11-20-41		1/8	do.	
508	443		Springfield, Betty Lou Fields	F	12-12-32		1/16	1025 J St. NW, Miami, Okla.	
509			Springfield, Ronnie Ted	M	7-11-51		1/32	do.	
510	449		Stevens, Stanley	M	12-25-25		1/8		
511	450		Stevens, Robert G.	M	12-18-03		1/8	3811 Orangedale Ave., Montrose, Calif.	
512	451		Stultz, Esther Jean	F	6-9-39		1/16	2621 Farm Dr., Yuma, Ariz.	
513	452		Stultz, Gary Layne	M	3-14-37		1/16	do.	
514	453		Stultz, John Lee	M	6-9-38		1/16	do.	
515	454		Stultz, Lester G.	M	1-14-12		1/8	do.	
516	455		Stultz, Lester G., Jr.	M	5-30-42		1/16	do.	
517	456		Stultz, Loinay	F	10-11-40		1/16	do.	
518	457		Stultz, Matilda Jones	F	11-6-84		1/4	do.	
519	458		Taylor, Abner L.	M	4-8-30	27	1/16	609 D St. SE, Miami, Okla.	
520			Taylor, Steven Lee	M	5-9-53		1/32	do.	
521			Taylor, William Lee	M	1-21-56		1/32	do.	
522	459		Taylor, Goldie M. Christmas	F	6-29-07		1/8	Route 3, Box 28, Miami, Okla.	
523	460		Taylor, Helen Frances McCorkle	F	7-18-20		3/16	Miami, Okla.	
524			Taylor, James Scott	M	6-13-51		3/32	do.	
525	461		Taylor, Joyce Janelle	F	10-25-39		1/16	609 D St. SE., Miami, Okla.	
526	462		Taylor, Ramona Darlingene	F	9-7-37		1/16	do.	
527	463		Thomas, George Varl	M	6-13-39		7/64	Portland, Oreg.	
528	464		Thomas, Louella E. Taylor	F	9-3-27		1/16	Miami, Okla.	
529			Thomas, Linda Elaine	F	4-29-49		1/32	do.	
530			Thomas, Larry	M	5-23-51		1/32	do.	
531			Thomas, Terry	M	5-9-55		1/32	do.	
532	465		Tobytite, Eona May Greenback	F	12-14-25		5/8	Los Angeles, Calif.	
533			Todd, William Fred	M	5-12-37		1/32	Miami, Okla.	
534			Todd, Johnnie Wayne	M	8-26-39		1/32	do.	
535	466		Todd, Allen Lee	M	1-28-35		1/32	do.	
536	467		Todd, Roger James	M	4-1-46		1/32	do.	
537	468		Trawick, Mildred Marie Wright	F	9-12-25		1/32	1872A Dolmet Rd., Ft. Sam Houston, San Antonio, Tex.	
538	469		Ulrey, Coweta Charlene Daves	F	5-31-26		3/8	1714 Main St., Galena, Kans.	
539	470		Ulrey, Debra Jane	F	10-2-52		3/16	do.	
540	471		Ulrey, Johnnie Gayle	F	5-6-55		3/16	do.	
541	472		Ulrey, Winston Charles	M	8-18-46		3/16	do.	
542	473		Utter, Betty Jo Gates	F	4-10-38		3/32	Baytown, Tex.	
543	474		Utter, Elna Jennison	F	6-7-90	79	3/8	Harrisburg, Tex.	
544	475		Utter, Glen Edwin	M	11-13-13		3/16	Baytown, Tex.	
545	476		Utter, Robert Joseph	M	5-27-29		3/16	7221 Brownsville, Houston, Tex.	
546	477		Utter, Robert Wayne	M	5-25-54		3/32	Houston, Tex.	
547	478		Utter, Sheila K. Gates	F	1954		3/32	Baytown, Tex.	
548	479		Utter, Walter Randolph	M	10-25-26		3/16	5945 Bualow, Houston 23, Tex.	
549	480		Walker, Donna Mae	F	12-5-35		1/8	Chetopa, Kans.	
550	481		Walker, Dorothy Loretta	F	2-17-33		1/8	Miami, Okla.	
551	482		Walker, Jacob	M	1890	90	1/8	do.	
552	483		Walker, Mary Sue	F	12-28-34		1/8	do.	
553	484		Walker, Richard Lee	M	8-11-33		1/8	Chetopa, Kans.	
554	485		Walker, Samuel	M	5-20-02		1/4	Columbus, Kans.	
555	486		Walker, Theodore Elbert	M	10-2-04		1/4	Chetopa, Kans.	
556	487		Warrilow, Bernice Stevens Cook Ward	F	2-20-97		3/16	2271 Charnwood, Los Angeles, Calif.	
557	488		Waterhouse, Jan Montague	M	1-6-41		7/64	do.	
558	489		Waterhouse, Lorraine Stevens	F	7-14-18		7/32	do.	
559	490		Watson, Charles William	M	1-27-28		3/32	Phoenix, Ariz.	
560			Watson, Faye Ann	F	8-8-48		3/64	do.	
561			Watson, Charles Chris	M	11-8-54		3/64	do.	
562	491		Watson, Mildred Jennison	F	10-28-07		3/16	do.	
563			Watson, Robert Walter	M	12-1-42		3/32	do.	
564	492		Webb, Pauline Emma Pooler	F	10-5-23		1/32	do.	
565	493		Weston, Myrtle King	F	9-17-10		3/4	1819 G St. NW., Washington, D.C.	
566			Weston, Samuel Hugo	M	4-19-34		7/8	do.	
567	494		Weston, Gall Kaye	F	9-9-36		7/8	do.	
568	495		Weston, Donald David	M	1-20-38		7/8	do.	
569	496		Whitmore, Doty Lou Offutt	F	8-24-27		1/16	Miami, Okla.	
570			Whitmore, Paula Sue	F	7-17-48		1/32	do.	
571	281		Whitwell, Maggie Keah George Rodman Kahl	F	11-20-10		1/2	do.	
572	497		Whitwell, Gary	M	6-18-45		1/4	do.	
573	498		Whitwell, Herb Anderson	M	10-8-41		1/4	do.	
574	499		Whitwell, Ronald	M	12-22-42		1/4	do.	
575	500		Williams, Eudora Doris Cook	F	11-20-89	53	3/16	Los Angeles, Calif.	
576	501		Williams, Forrest	M	3-5-12		3/32	Box 1133, Hawthorne, Nev.	
577			Williams, Bruce Farnsworth	M	7-24-43		3/64	do.	
578			Williams, Kateri	F	5-30-49		3/64	do.	
579	502		Williams, Jesse	M	4-2-88	40	1/2	Hutchinson, Kans.	
580			Williams, Abraham G.	M	6-14-83		1/4	do.	
581	503		Wilson, Alta McBrien	F	7-26-11		1/32	Commerce, Okla.	
582	504		Wilson, Elzora May Hollis	F	5-4-09		1/32	do.	
583	505		Wilson, Erma M. Biddle	F	1-5-03		3/16	Kansas City, Mo.	
584	506		Wilson, Florence Williams	F	10-22-24		3/32	Reno, Nev.	
585			Wilson, Cheri Lee	F	3-21-44		3/64	do.	
586	507		Wilson, Gladys Irene Boldt	F	6-10-21		7/32	Windsor, Calif.	
587	508		Wilson, Holly Wayne	M	4-24-30		1/64	do.	
588	509		Wilson, Mary Amariyllis	F	5-12-28		1/64	do.	
589	510		Wilson, Rose Marie	F	10-16-26		1/64	do.	
590	511		Wind, Edgar	M	10-25-78	35	1/2	Commerce, Okla.	
591	512		Wind, Thomas	M	1877	34	1/4	Sacramento, Calif.	
592	513		Wistar, Agnes	F	1-18-19		1/8	Ft. Scott, Kans.	
593	514		Wistar, Cheri Lyn	F	11-4-46		1/16	Hominy, Okla.	
594	515		Wistar, Edwin Lee	M	1-2-45		1/16	do.	
595	516		Wistar, Edwin W.	M	10-28-17		1/8	do.	
596	517		Wistar, Frances Kay	F	11-9-41		3/8	do.	
597	518		Wistar, Gary Leigh	M	9-2-50		1/16	Tulsa, Okla.	
598	519		Wistar, Herbert O.	M	11-25-15		1/8	Hominy, Okla.	
599			Wistar, Mary Belle	F	12-21-34		1/16	do.	
600			Wistar, Beatrice	F	12-22-36		1/16	do.	
601	520		Wistar, Leo W., Sr.	M	11-14-92		1/4	1324 Military, Ft. Scott, Kans.	
602	521		Wistar, Lloyd W.	M	7-8-23		1/8	Tulsa, Okla.	
603			Wistar, Leo W., Jr.	M	4-27-37		1/8	1324 Military, Ft. Scott, Kans.	
604	522		Wistar, Lorene	F	5-14-17		1/8	Ft. Scott, Kans.	
605	523		Wistar, Loy Allen	F	9-29-48		1/16	Tulsa, Okla.	
606	524		Wistar, Terry Michail	M	10-6-53		1/16	do.	
607	525		Wistar, Thomas O., Jr.	M	10-8-96		1/4	931 East 11th St., Kansas City, Mo.	
608	526		Wistar, Willis A.	M	1-14-94		1/4	Tulsa, Okla.	

Died 10-27-56.

FINAL ROLL—OTTAWA TRIBE OF OKLAHOMA—Continued

Roll No.	Final	Proposed	Name	Sex	Date of birth	Allotment No.	Degree of blood	Residence	Remarks
609	527		Wood, Ethel Pooler Hollis	F	3-1-83		1/16	Los Angeles, Calif.	
610	528		Works, Cheryl Ruth	F	12-1-44		1/16	Route 1, Miami, Okla.	
611	529		Works, Mary Lou Debanas Gardner	F	3-23-28		1/8	do.	
612	530		Wright, Claude Thomas	M	8-6-43		1/8	Miami, Okla.	
613	531		Wright, Claudian	F	8-21-46		1/8	do.	
614	532		Wright, Delmar Gayle	M	1-1-41		3/16	East Side, Oreg.	
615	533		Wright, George William	M	4-11-11		1/32	1138 West Division, Springfield, Mo.	
616	534		Wright, Lawrence A.	M	9-23-20		1/32	1916 Hancock, Springfield, Mo.	
617	536		Wright, Martha Lou	F	7-24-44		1/8	Miami, Okla.	
618	537		Wright, Sara Nonkesis Cochran	F	11-21-44		1/4	Jay, Okla.	
619	538		Wright, Thomas Floyd	M	4-27-45		3/16	East Side, Oreg.	
620	539		Wyrick, Daniel Greg	M	4-1-49		1/16	1356 North Olney, Indianapolis, Ind.	
621	540		Wyrick, Donna Kay	F	9-11-51		1/16	do.	
622	542		Wyrick, Leonard G.	M	1-3-22		1/8	do.	
623	541		Wyrick, Jack Dempsey	M	7-3-21		7/64	Commerce, Okla.	
624	543		Wyrick, Lorenzo A.	M	10-26-24		1/8	11 Williams Dr., Brownburg, Ind.	
625	544		Wyrick, O. Frederick	M	8-7-01		7/32	Welch, Okla.	
626	545		Wyrick, Robert Wolford	M	10-10-09		7/32		
627	546		Wyrick, Shirley Sue	F	10-24-23		7/64		
628	547		Wyrick, Wolford Duane	M	8-6-34		7/64		
629	548		Yinger, Erni Jene Burgin	F	7-14-21		1/32	Box 153, Seneca, Mo.	
630	549		Young, Anna Belle Hollis	F	5-3-19		1/32	3089 Magnolia Ave., Long Beach, Calif.	

[F.R. Doc. 59-6296; Filed, Aug. 12, 1959; 8:45 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-144]

CAROLINAS VIRGINIA NUCLEAR POWER ASSOCIATES, INC.

Notice of Application for Utilization Facility License

Please take notice that Carolinas Virginia Nuclear Power Associates, Inc., Charlotte, North Carolina, under section 104b of the Atomic Energy Act of 1954, has submitted an application for a license to construct and operate a 60,500 kilowatt (thermal) vertical pressure tube nuclear power reactor moderated and cooled with heavy water at a site at Parr, in Fairfield County, South Carolina. The reactor will be used as a nuclear steam generating plant. A copy of the application is available for public inspection in the AEC Public Document Room, located at 1717 H Street NW., Washington, D.C.

Dated at Germantown, Md., this 6th day of August 1959.

For the Atomic Energy Commission,

R. L. KIRK,
Deputy Director, Division of
Licensing and Regulation.

[F.R. Doc. 59-6656; Filed, Aug. 12, 1959; 8:45 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket No. 13055; FCC 59-818]

CHARLOTTE RADIO & TELEVISION CORP. (WGIV)

Order Designating Application for Hearing on Stated Issues

In re application of Charlotte Radio & Television Corporation (WGIV) Charlotte, North Carolina, Has: 1600 kc, 1 kw, Day, Requests: 1600 kc, 500 w, 1 kw-LS, DA-N, U, Docket No. 13055,

File No. BP-11898; for construction permit for standard broadcast station.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 29th day of July 1959;

The Commission having under consideration the above captioned and described application;

It appearing that, except as indicated by the issues specified below, the instant applicant is legally, technically, financially, and otherwise qualified to construct and operate the instant proposal; and

It further appearing that, pursuant to section 309(b) of the Communications Act of 1934, as amended, the Commission, in a letter dated June 30, 1959, and incorporated herein by reference, notified the applicant, and any other known parties in interest, of the grounds and reasons for the Commission's inability to make a finding that a grant of the application would serve the public interest, convenience and necessity; and that a copy of the aforementioned letter is available for public inspection at the Commission's offices; and

It further appearing that the applicant filed a timely reply to the aforementioned letter, which reply has not, however, entirely eliminated the grounds and reasons precluding a grant without hearing of the application; and

It further appearing that, after consideration of the foregoing and the applicant's reply, the Commission is still unable to make the statutory finding that a grant of the application would serve the public interest, convenience, and necessity; and is of the opinion that the application must be designated for hearing on the issues specified below;

It is ordered, That, pursuant to section 309(b) of the Communications Act of 1934, as amended, the instant application is designated for hearing, at a time and place to be specified in a subsequent order, upon the following issues:

1. To determine the areas and populations which may be expected to gain or lose primary service from the proposed operation of Station WGIV and the

availability of other primary service to such areas and populations.

2. To determine whether the nighttime limitation contour of the proposed operation of Station WGIV would encompass the entire city of Charlotte, North Carolina, as required by § 3.188(b) (2) of the Commission rules, and, if not, whether circumstances exist which would warrant a waiver of said section.

3. To determine, in the light of the evidence adduced, pursuant to the foregoing issues, whether a grant of the instant application would serve the public interest, convenience and necessity.

It is further ordered, That, to avail itself of the opportunity to be heard, the applicant, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this order, file with the Commission, in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this order.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6699; Filed, Aug. 12, 1959; 8:50 a.m.]

[Docket Nos. 13062, 13063; FCC 59-824]

CHE BROADCASTING CO. (NSL) AND B & M BROADCASTERS, INC. (KLOS)

Order Designating Applications for Consolidated Hearing on Stated Issues

In re applications of CHE Broadcasting Company (NSL) Albuquerque, New Mexico, Req: 1240 kc, 250 w, U, Docket No. 13062, File No. BP-11842; B & M Broadcasters, Inc. (KLOS) Albuquerque, New Mexico, Has: 1450 kc, 250 w, U, Req: 1240 kc, 250 w, U, Docket No. 13063, File No. BP-12878; for construction permits.

At a session of the Federal Communications Commission held at its offices in

Washington, D.C., on the 29th day of July 1959;

The Commission having under consideration the above-captioned and described applications;

It appearing that, except as indicated by the issues specified below, each of the instant applicants is legally, technically, financially, and otherwise qualified to construct and operate its instant proposal; and

It further appearing that, pursuant to section 309(b) of the Communications Act of 1934, as amended, the Commission, in a letter dated June 24, 1959, and incorporated herein by reference, notified the instant applicants, and any other known parties in interest, of the grounds and reasons for the Commission's inability to make a finding that a grant of any one of the applications would serve the public interest, convenience, and necessity; and that a copy of the aforementioned letter is available for public inspection at the Commission's offices; and

It further appearing that, the instant applicants filed timely replies to the aforementioned letter, which replies have not, however, entirely eliminated the grounds and reasons precluding a grant of the said applications and requiring an evidentiary hearing on the issues hereinafter specified; and

It is ordered, That, pursuant to section 309(b) of the Communications Act of 1934, as amended, the instant applications are designated for hearing in a consolidated proceeding, at a time and place to be specified in a subsequent order, upon the following issues:

1. To determine the areas and populations which would receive primary service from the proposed operation of CHE Broadcasting Company and the availability of other primary service to such areas and populations.

2. To determine the areas and populations which may be expected to gain or lose primary service from the proposed operation of Station KLOS and the availability of other primary service to such areas and populations.

3. To determine the nature and extent of the interference, if any, that each of the instant proposals would cause to and receive from each other and all other existing standard broadcast stations, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

4. To determine whether the instant proposal of CHE Broadcasting Company and B & M Broadcasters, Inc., would provide the coverage of the city sought to be served, as required by § 3.188 of the Commission rules.

5. To determine, on a comparative basis, which of the instant proposals would better serve the public interest, convenience and necessity in light of the evidence adduced pursuant to the foregoing issues and the record made with respect to the significant differences between the applicants as to:

(a) The background and experience of each having a hearing on the applicant's ability to own and operate its proposed station.

(b) The proposals of each of the applicants with respect to the management and operation of the proposed station.

(c) The programming service proposed in each of the said applications.

6. To determine, in the light of the evidence adduced pursuant to the foregoing issues which, if either, of the instant applications should be granted.

It is further ordered, That, to avail themselves of the opportunity to be heard, the applicants herein, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this order, file with the Commission, in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this order.

It is further ordered, That, the issues in the above-captioned proceeding may be enlarged by the Examiner, on his own motion or on petition properly filed by a party to the proceeding, and upon sufficient allegations of fact in support thereof, by the addition of the following issue: To determine whether the funds available to the applicant will give reasonable assurance that the proposals set forth in the application will be effectuated.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6700; Filed, Aug. 12, 1959;
8:50 a.m.]

[Docket No. 13064 etc.; FCC 59-853]

COUNTY BROADCASTING CORP. ET AL.

Order Designating Applications for Consolidated Hearing on Stated Issue

In re applications of County Broadcasting Corporation, Gloucester, Massachusetts, Requests: 1550 kc, 500 w, Day, Docket No. 13064, File No. BP-11602; Consolidated Broadcasting Industries, Inc. Natick, Massachusetts, Requests: 1550 kc, 5 kw, Day, Docket No. 13065, File No. BP-11677; WKOX, Inc., Beverly, Massachusetts, Requests: 1550 kc, 1 kw, Day, Docket No. 13066, File No. BP-12423; Charles A. Bell, George J. Helmer, III, Wayne H. Lewis and Edward Bleier, d/b as Newton Broadcasting Company, Newton, Massachusetts, Requests: 1550 kc, 10 kw, Day, Docket No. 13067, File No. BP-12884; Transcript Press, Inc., Dedham, Massachusetts, Requests: 1550 kc, 5 kw, Day, Docket No. 13068, File No. BP-12901; Berkshire Broadcasting Corporation, Hartford, Connecticut, Requests: 1550 kc, 500 w, Day, Docket No. 13069, File No. BP-12917; United Broadcasting Co., Inc., Beverly, Massachusetts, Requests: 1570 kc, 500 w, DA-Day, Docket No. 13070, File No. BP-13103; Grossco, Inc., West Hartford, Connecticut, Requests: 1550 kc, 1 kw, Day, Docket No. 13071, File No. BP-13141; For construction permits for new standard broadcast stations.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 29th day of July 1959;

The Commission having under consideration the above captioned and described applications;

It appearing that, except as indicated by the issues specified below, the instant applicants are legally, technically, financially, and otherwise qualified to construct and operate their instant proposals, with the exception that County Broadcasting Corporation, and Consolidated Broadcasting Industries, Inc., may not be financially qualified; and

It further appearing that, pursuant to section 309(b) of the Communications Act of 1934, as amended, the Commission, in a letter dated July 2, 1959, and incorporated herein by reference, notified the instant applicants, and any other known parties in interest, of the grounds and reasons for the Commission's inability to make a finding that a grant of any one of the applications would serve the public interest, convenience, and necessity; and that a copy of the aforementioned letter is available for public inspection at the Commission's offices; and

It further appearing that the instant applicants filed timely replies to the aforementioned letter, which replies have not, however, entirely eliminated the grounds and reasons precluding a grant of the said applications, and requiring an evidentiary hearing on the particular issues hereinafter specified; and

It further appearing that in the Commission's above-referenced letter it was stated that United Broadcasting Co., Inc., and Newton Broadcasting Company could not be found financially qualified; but that in an amendment filed on July 22, 1959, United Broadcasting Co., Inc., showed a definite commitment by Gates Equipment Co. to give deferred credit to said applicant and also showed, in amended financial statements submitted by the four subscribers to the stock of said company, that the current and liquid assets of the said subscribers would be sufficient to meet their obligations to purchase the stock of said company; and that, in an amendment filed on July 29, 1959, Newton Broadcasting Company amended its partnership agreement, removing James A. Collins and adding Edward Bleier as a partner, increasing the overall contributions to partnership capital from \$35,000 to \$49,000, and thereby demonstrating the new partnership's ability to finance the first year payments on construction and initial operation of the proposed station at an estimated cost of \$48,491; and

It further appearing that, after consideration of the foregoing and the applicants' replies, the Commission is still unable to make the statutory finding that a grant of the applications would serve the public interest, convenience, and necessity; and is of the opinion that the applications must be designated for hearing in a consolidated proceeding on the issues specified below;

It is ordered, That, pursuant to section 309(b) of the Communications Act of 1934, as amended, the instant applications are designated for hearing in a consolidated proceeding, at a time and

place to be specified in a subsequent Order, upon the following issues:

1. To determine the areas and populations which would receive primary service from the instant proposals and the availability of other primary service to such areas and populations.

2. To determine the nature and extent of the interference, if any, that each of the instant proposals would cause to and receive from each other and all other existing standard broadcast stations, the areas and populations affected thereby, and the availability of other primary service to such areas and populations as are involved in interference among the proposals.

3. To determine whether the interference received from any of the other proposals herein and any existing stations would affect more than ten percent of the population within the normally protected primary service areas of any one of the instant proposals in contravention of § 3.28(c) (3) of the Commission rules and, if so, whether circumstances exist which would warrant a waiver of said section.

4. To determine whether the instant proposals of Grossco, Inc. and United Broadcasting Co., Inc. would involve objectionable interference with Stations WBAZ, Kingston, New York and WPEP, Taunton, Massachusetts, respectively, or any other existing standard broadcast stations, and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

5. To determine whether the instant proposal of WKOX, Inc. would provide the coverage of the city sought to be served, as required by § 3.188(b) (1) of the Commission rules.

6. To determine whether the instant proposal of Berkshire Broadcasting Corporation would provide the coverage of the city sought to be served, as required by § 3.188(b) (2) of the Commission rules.

7. To determine whether the transmitter site proposed by Newton Broadcasting Company is satisfactory with particular regard to any conditions that may exist in the vicinity of the antenna system which would distort the proposed antenna radiation pattern.

8. To determine whether the antenna system proposed by Berkshire Broadcasting Corporation, United Broadcasting Co., Inc. and by Grossco, Inc. would constitute a hazard to air navigation.

9. To determine whether the instant proposal of United Broadcasting Co., Inc. would provide the coverage of the city sought to be served, as required by § 3.188 (b) (2) of the Commission rules.

10. To determine whether County Broadcasting Corporation, and Consolidated Broadcasting Industries, Inc. are financially qualified to construct and operate their proposed stations.

11. To determine, in the light of section 307(b) of the Communications Act of 1934, as amended, which of the instant proposals would best provide a fair, efficient and equitable distribution of radio service.

12. To determine, in the event it is concluded pursuant to the foregoing issue that Beverly, Massachusetts has the greatest need for a new facility, which of the proposals of WKOX, Inc. and United Broadcasting Co., Inc. would better serve the public interest, convenience and necessity in light of the evidence adduced pursuant to the foregoing issues and the record made with respect to the significant differences between the applicants as to:

(a) The background and experience of each having a bearing on the applicant's ability to own and operate its proposed station.

(b) The proposals of each of the applicants with respect to the management and operation of the proposed station.

(c) The programming service proposed in each of the said applications.

13. To determine, in the light of the evidence adduced, pursuant to the foregoing issues which, if any of the instant applications should be granted.

It is further ordered, That Silver City Broadcasting Corp., licensee of Station WPEP, Taunton, Massachusetts and Big River Broadcasters, permittee of Station WBAZ, Kingston, N.Y., are made parties to the proceeding.

It is further ordered, That, in the event of a grant of the application of Transcript Press, Inc., the construction permit shall contain a condition that the permittee shall submit, before the issuance of any transmission authorization, the data required by §§ 3.48 and 2.524 of the Commission rules.

It is further ordered, That, to avail themselves of the opportunity to be heard, the applicants and party respondent, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this order, file with the Commission, in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this order.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6701; Filed, Aug. 12, 1959;
8:50 a.m.]

[Docket Nos. 12943, 12944; FCC 59M-1011]

W. H. HANSEN AND GRABET, INC., RADIO ENTERPRISES

Order for Prehearing Conference

In re applications of W. H. Hansen, Tucson, Arizona, Docket No. 12943, File No. BP-11126; Grabet, Inc., Radio Enterprises, Tucson, Arizona, Docket No. 12944, File No. BP-12539; for construction permits.

A prehearing conference in the above-entitled proceeding will be held on Monday, September 14, 1959, beginning at 10:00 a.m. in the offices of the Commission, Washington, D.C. This conference

is called pursuant to the provisions of § 1.111 of the Commission's rules and the matters to be considered are those specified in that section of the rules.

It is so ordered, This the 7th day of August 1959.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6703; Filed, Aug. 12, 1959;
8:50 a.m.]

[Docket No. 13151]

MICHAEL J. DESAUTELS

Order To Show Cause

In the matter of Michael J. Desautels, 200 Grove Street, Burlington, Vermont, Docket No. 13151; order to show cause why there should not be revoked the license for Citizens Radio Station 1W0584.

There being under consideration the matter of certain alleged violations of the Commission's rules in connection with the operation of the above-captioned station;

It appearing, that, pursuant to § 1.61 of the Commission's rules, written notice of violation of the Commission's rules was served upon the above-named licensee as follows:

Official Notice of Violation dated May 6, 1959, calling attention to the violation (observed April 19, 1959) of § 19.31 of the Commission's rules in that the station was operating on the frequencies 27201.49 kc. and 27201.53 kc. instead of the assigned frequency of 27205 kc.

It further appearing that, the above-named licensee received said Official notice but did not make satisfactory reply thereto, whereupon the Commission, by letter dated June 2, 1959, and sent by Certified Mail—Return Receipt Requested (No. 212621), brought this matter to the attention of the licensee and requested that such licensee respond to the Commission's letter within fifteen days from the date of its receipt stating the measures which had been taken, or were being taken, in order to bring the operation of the radio station into compliance with the Commission's rules, and warning the licensee that his failure to respond to such letter might result in the institution of proceedings for the revocation of the radio station license; and

It further appearing that receipt of the Commission's letter was acknowledged by the signature of the licensee's agent, Mrs. Norena Desautels, on June 8, 1959 to a Post Office Department return receipt; and

It further appearing that, although more than fifteen days have elapsed since the licensee's receipt of the Commission's letter, no response was made thereto; and

It further appearing that, in view of the foregoing, the licensee has willfully violated § 1.61 of the Commission's rules;

It is ordered, This 7th day of August 1959, pursuant to section 312(a) (4) and (c) of the Communications Act of 1934, as amended, and section 0.291(b) (8) of the Commission's Statement of Delegations of Authority, that the said licensee show cause why the license for the above-captioned Radio Station should not be revoked and appear and give evidence in respect thereto at a hearing¹ to be held at a time and place to be specified by subsequent order; and

It is further ordered, That the Secretary send a copy of this order by Certified Mail—Return Receipt Requested to the said licensee.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6702; Filed, Aug. 12, 1959;
8:50 a.m.]

[Docket No. 12264 etc.; FCC 59-823]

HIRSCH BROADCASTING CO. (KFVS) ET AL.

Order Designating Applications for Consolidated Hearing on Stated Issues

In re applications of Hirsch Broadcasting Company (KFVS) Cape Girardeau, Missouri, Has: 960 kc, 500 w, 1 kw-LS, DA-N, U, Req: 960 kc, 500 w, 5 kw-LS, DA-N, U, Docket No. 12264, File No. BP-11001; W. H. Firmin, J. H. Firmin and Bernard Lurie d/b as the Firman Company Vincennes, Indiana, Req: 960 kc, 500 w, DA-D, Docket No. 12266, File No. BP-11621; Pierce E. Lackey and F. E.

¹Section 1.62 of the Commission's rules provides that a licensee, in order to avail himself of the opportunity to be heard, shall, in person, or by his attorney, file with the Commission, within thirty days of the receipt of the order to show cause, a written statement stating that he will appear at the hearing and present evidence on the matter specified in the order. In the event it would not be possible for respondent to appear for hearing in the proceeding if scheduled to be held in Washington, D.C., he should advise the Commission of the reasons for such inability within five days of the receipt of this order. If the licensee fails to file an appearance within the time specified, the right to a hearing shall be deemed to have been waived. Where a hearing is waived, a written statement in mitigation or justification may be submitted within thirty days of the receipt of the order to show cause. If such statement contains, with particularity, factual allegations denying or justifying the facts upon which the show cause order is based, the Hearing Examiner may call upon the submitting party to furnish additional information, and shall request all opposing parties to file an answer to the written statement and/or additional information. The record will then be closed and an initial decision issued on the basis of such procedure. Where a hearing is waived and no written statement has been filed within the thirty days of the receipt of the order to show cause, the allegations of fact contained in the order to show cause will be deemed as correct and the sanctions specified in the order to show cause will be invoked.

Lackey, d/b as Chester Broadcasting Company Chester, Illinois, Req: 1450 kc, 100 w, U, Docket No. 13058, File No. BP-11417; Donze Enterprises, Incorporated (KSGM) Chester, Illinois, Has: 980 kc, 500 w, U (St. Genevieve, Mo.), Req: Change location to Chester, Illinois, Docket No. 13059, File No. BP-11456; Robert F. Neathery, Fredericktown, Missouri, Req: 1450 kc, 250 w, U, Docket No. 13060, File No. BP-12320; Paducah Broadcasting Company, Incorporated (WPAD) Paducah, Kentucky, Has: 1450 kc, 250 w, U, Req: 1450 kc, 250 w, 1 kw-LS, U, Docket No. 13061, File No. BP-12662; for construction permits.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 29th day of July 1959;

The Commission having under consideration the above-captioned and described applications;

It appearing that, except as indicated by the issues specified below, each of the applicants is legally, technically, financially, and otherwise qualified to construct and operate its instant proposal; and

It further appearing that, pursuant to section 309(b) of the Communications Act of 1934, as amended, the Commission, in a letter dated June 30, 1959, and incorporated herein by reference, notified the instant applicants, and any other known parties in interest, of the grounds and reasons for the Commission's inability to make a finding that a grant of any one of the applications would serve the public interest, convenience, and necessity; and that a copy of the aforementioned letter is available for public inspection at the Commission's offices; and

It is ordered, That, pursuant to section 309(b) of the Communications Act of 1934, as amended, the applications of the Hirsch Broadcasting Company and The Firman Company are consolidated for hearing in the above said proceeding with the following added issues:

1. To determine the areas and populations which would receive primary service from each of the instant proposals for a new broadcast station and the availability of other primary service to such areas and populations.

2. To determine the areas and populations which may be expected to gain or lose primary service from each of the instant proposals for a change in the facilities of an existing broadcast station and the availability of other primary service to such areas and populations.

3. To determine the nature and extent of the interference, if any, that each of the instant proposals would cause to and receive from each other and all other existing standard broadcast stations, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

4. To determine whether the interference received from any of the other proposals herein and any existing stations would affect more than ten percent of the population within the normally protected primary service area of any one of the instant proposals in contravention of § 3.28(c) (3) of the Commission rules,

and, if so, whether circumstances exist which would warrant a waiver of said Section.

5. To determine whether the instant proposal of Paducah Broadcasting Company, Incorporated, would involve objectionable interference with Stations WAOV, Vincennes, Indiana; WDSG, Dyersburg, Tennessee, and WRAJ, Anna, Illinois, or any other existing standard broadcast stations, and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

6. To determine whether the antenna system proposed by Chester Broadcasting Company (BP-11417) would constitute a hazard to air navigation.

7. To determine whether the transmitter site proposed by Paducah Broadcasting Company, Incorporated (BP-12662), is satisfactory with particular regard to any conditions that may exist in the vicinity of the antenna system which would distort the proposed antenna radiation pattern.

8. To determine the part played by Donze Enterprises, Incorporated, in the instigation, preparation and filing of the application of Alex P. Schwent, the predecessor application to Robert F. Neathery, for a new standard broadcast station at Fredericktown, Missouri, which was mutually exclusive with the instant application of Chester Broadcasting Company.

9. To determine whether BP-12662, taken in conjunction with BP-11417, herein, are inconsistent applications, in contravention of § 1.308 of the Commission rules and, if so, whether they should be dismissed.

10. To determine in the light of section 307(b) of the Communications Act of 1934, as amended, which of the instant proposals would best provide a fair, efficient and equitable distribution of radio service.

11. To determine on a comparative basis, in the event that Chester, Illinois is selected as having the greater need pursuant to section 307(b), which of the competing applications for that city would better serve the public interest in the light of the evidence adduced pursuant to the foregoing issues and the record made with respect to the significant differences between the applicants as to:

(a) The background and experience of each having a bearing on the applicant's ability to own and operate its proposed station.

(b) The proposal of each of the applicants, with respect to the management and operation of the proposed station.

(c) The programming service proposed in each of the said applications.

12. To determine in the light of the evidence adduced, pursuant to the foregoing issues which, if any, of the instant applications should be granted.

It is further ordered, That, the following licensees of the stations indicated are made parties to the proceeding:

Vincennes Sun Co. (WAOV), Vincennes, Ind.

State Gazette Broadcasting Co. (WDSG), Dyersburg, Tenn.

Anna Broadcasting Co. (WRAJ), Anna, Ill.

It is further ordered, That, to avail themselves of the opportunity to be heard, Chester Broadcasting Company, Donze Enterprises, Incorporated, Robert F. Neathery, and Paducah Broadcasting Company, Incorporated, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this order, file with the Commission, in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this order.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6704; Filed, Aug. 12, 1959;
8:51 a.m.]

[Docket No. 12837 etc.; FCC 59-322]

BIRNEY IMES, JR., ET AL.

Order Designating Applications for Consolidated Hearing on Stated Issues

In re applications of Birney Imes, Jr., West Memphis, Arkansas (Req: 730 kc, 250 w, Day), Docket No. 12837, File No. BP-11465; Nathan Bolton and A. R. McCleary, d/b as Morehouse Broadcasting Company (KTRY), Bastrop, Louisiana, (Has: 730 kc, 250 w, Day, Req: 730 kc, 500 w, Day), Docket No. 12838, File No. BP-11924; Newport Broadcasting Company, West Memphis, Arkansas (Req: 730 kc, 250 w, Day), Docket No. 12839, File No. BP-12113; Crittenden County Broadcasting Company, West Memphis, Arkansas (Req: 730 kc, 250 w, Day), Docket No. 12840, File No. BP-12405; Garrett Broadcasting Corporation, West Memphis, Arkansas (Req: 730 kc, 5 kw, DA-D), Docket No. 13057, File No. BP-12987; for construction permits.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 29th day of July 1959;

The Commission having under consideration the above-captioned and described applications;

It appearing that by Order adopted April 15, 1959, and released on April 20, 1959, the Commission designated for hearing in a consolidated proceeding, the above-captioned applications of Birney Imes, Jr., Nathan Bolton and A. R. McCleary, d/b as Morehouse Broadcasting Company, Newport Broadcasting Company and Crittenden County Broadcasting Company, that the application of Garrett Broadcasting Corporation was tendered for filing on April 8, 1959 and is, therefore, entitled to be consolidated in said hearing, pursuant to § 1.106 of the Commission rules; and

It further appearing that except as indicated by the issues specified below, Birney Imes, Jr., Nathan Bolton and A. R. McCleary, d/b as Morehouse Broadcasting Company, Newport Broadcasting Company, Crittenden County Broadcasting Company, and Garrett Broadcasting Corporation are legally, technically, fi-

nancially, and otherwise qualified to construct and operate their instant proposals; and

It further appearing that, pursuant to section 309(b) of the Communications Act of 1934, as amended, the Commission, in a letter dated June 16, 1959, and incorporated herein by reference, notified the instant applicants, and any other known parties in interest, of the grounds and reasons for the Commission's inability to make a finding that a grant of any one of the applications would serve the public interest, convenience, and necessity; and that a copy of the aforementioned letter is available for public inspection at the Commission's offices; and

It further appearing that Garrett Broadcasting Corporation filed a timely reply to the aforementioned letter, which reply has not, however, entirely eliminated the grounds and reasons precluding a grant without hearing of the said application; and in which the applicant stated that it would appear at a hearing on the instant application; and

It further appearing that after consideration of the foregoing and the applicant's reply, the Commission is still unable to make the statutory finding that a grant of the application would serve the public interest, convenience, and necessity; and is of the opinion that the application must be designated for hearing on the issues specified below;

It is ordered, That, pursuant to section 309(b) of the Communications Act of 1934, as amended, the instant application of Garrett Broadcasting Corporation, is consolidated for hearing in the proceeding in Docket Nos. 12837, 12838, 12839, and 12840 at a time and place to be specified in a subsequent order, upon the following issues:

1. To determine the areas and populations which would receive primary service from the proposed operations of Birney Imes, Jr., Newport Broadcasting Company, Crittenden County Broadcasting Company, and Garrett Broadcasting Corporation and the availability of other primary service to such areas and populations.

2. To determine the areas and populations which may be expected to gain or lose primary service from the operation of Station KTRY as proposed and the availability of other primary service to such areas and populations.

3. To determine the nature and extent of the interference, if any, that each of the operations proposed in the above-entitled applications would cause to and receive from each other and all other existing standard broadcast stations, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

4. To determine whether the proposed operation of Birney Imes, Jr., Newport Broadcasting Company and Crittenden County Broadcasting Company would cause objectionable interference to the existing operation of Station KTRY, Bastrop, Louisiana, or any other existing standard broadcast station, and, if so, the nature and extent thereof, and the availability of other primary service to such areas and populations.

5. To determine whether the proposed operation of Station KTRY would cause objectionable interference to Station WARB, Covington, Louisiana, or any other existing standard broadcast stations, and, if so, the nature and extent thereof, and the availability of other primary service to such areas and populations.

6. To determine in the light of section 307(b) of the Communications Act of 1934, as amended, whether the proposed operation of KTRY, Bastrop, Louisiana, or one of the proposals for West Memphis, Arkansas, would better provide a fair, efficient and equitable distribution of radio service.

7. To determine, in the event that it is concluded pursuant to the foregoing issue that one of the proposals for West Memphis, Arkansas, should be favored, which of the proposals of Birney Imes, Jr., Newport Broadcasting Company and Crittenden County Broadcasting Company, would best serve the public interest, convenience and necessity in the light of the evidence adduced under the issues herein and the record made with respect to the significant differences between the three as to:

(a) The background and experience of each having a bearing on the applicant's ability to own and operate the proposed standard broadcast station.

(b) The proposal of each with respect to the management and operation of the proposed station.

(c) The programming services proposed in each of the said applications.

8. To determine which, if any, of the instant applications should be granted.

It is further ordered, That the above issues shall supersede the issues in the Commission's Order of April 15, 1959, designating for hearing the first four above-captioned applications.

It is further ordered, That, to avail itself of the opportunity to be heard, the Garrett Broadcasting Corporation herein, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this order, file with the Commission in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in the order; and

It is further ordered, That if the proposal of Garrett Broadcasting Corporation is favored, it will be held in hearing status without final action until ratification and entry into force of the U.S./Mexican Agreement, 1957 (Public Notice 46545, June 18, 1957) and, in the event that the reasons for designating said application for hearing are removed before the hearing proceeding is concluded, the application will be removed from hearing status and held without further action pending ratification and entry into force of the U.S./Mexican Agreement, 1957.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6705; Filed, Aug. 12, 1959;
8:51 a.m.]

[Docket Nos. 12950, 12951; FCC 59M-1012]

**ISLAND TELERADIO SERVICE, INC.
AND WPPRA, INC. (WPPRA)**

Order for Prehearing Conference

In re applications of Island Teleradio Service, Inc., Charlotte Amalie, St. Thomas, Virgin Islands, Docket No. 12950, File No. BP-11801; WPPRA, Inc. (WPPRA), Guaynabo, Puerto Rico, Docket No. 12951, File No. BP-12551; for construction permits.

A prehearing conference in the above-entitled proceeding will be held on Tuesday, September 15, 1959, beginning at 10:00 a.m. in the offices of the Commission, Washington, D.C. This conference is called pursuant to the provisions of § 1.111 of the Commission's rules and the matters to be considered are those specified in that section of the rules.

It is so ordered, This the 7th day of August, 1959.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6706; Filed, Aug. 12, 1959;
8:51 a.m.]

[Docket No. 13056; FCC 59-821]

**NATIONAL BROADCASTING CO., INC.
(WRCA)**

**Order Designating Application for
Hearing on Stated Issues**

In re application of National Broadcasting Company, Inc. (WRCA) New York, New York Has: 660 kc, 50 kw, Da-1, U Requests: 660 kc, 50 kw, U, Docket No. 13056, File No. BP-11796; For construction permit for standard broadcast station.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 29th day of July 1959;

The Commission having under consideration the above captioned and described applications;

It appearing that, except as indicated by the issues specified below, the instant applicant is legally, technically, financially, and otherwise qualified to construct and operate the instant proposal; and

It further appearing that, pursuant to section 309(b) of the Communications Act of 1934, as amended, the Commission, in a letter dated May 27, 1959, and incorporated herein by reference, notified the applicant, and any other known parties in interest, of the grounds and reasons for the Commission's inability to make a finding that a grant of the application would serve the public interest, convenience and necessity; and that a copy of the aforementioned letter is available for public inspection at the Commission's offices; and

It further appearing that the applicant filed a timely reply to the aforementioned letter, which reply has not, however, entirely eliminated the grounds and rea-

sons precluding a grant without hearing of the application; and

It further appearing that instant proposal to operate on a nondirectional antenna system would not meet the minimum efficiency requirements under § 3.189 of the Commission rules, and, that such proposed change in operation would result in reduced radiation within the arc from 166 to 346 degrees, with loss of primary service to 171,201 people residing in an area of 2610 square miles, and considerable loss of secondary nighttime service; and

It further appearing that in the event the instant proposal is granted, the construction permit should contain a condition that the grant herein is without prejudice to such action as the Commission may deem warranted as the result of final determinations in pending proceedings involving RCA and NBC before the Department of Justice and the Commission; and

It further appearing that, after consideration of the foregoing and the applicant's reply, the Commission is still unable to make the statutory finding that a grant of the application would serve the public interest, convenience, and necessity; and is of the opinion that the application must be designated for hearing on the issues specified below;

It is ordered, That, pursuant to section 309(b) of the Communications Act of 1934, as amended, the instant application is designated for hearing, at a time and place to be specified in a subsequent order, upon the following issues:

1. To determine the areas and populations which may be expected to gain or lose primary and secondary service from the proposed operation of Station WRCA and the availability of other primary and secondary service to such areas and populations.

2. To determine whether the antenna system proposed by WRCA can be expected to achieve the minimum radiation efficiency for this class of station as required by § 3.189 of the Commission rules, and, if not, whether circumstances exist which would warrant a waiver of said section.

3. To determine, in the light of the evidence adduced, pursuant to the foregoing issues, whether a grant of the instant application would serve the public interest, convenience and necessity.

It is further ordered, That, in the event the instant proposal is granted, the construction permit shall contain the following condition:

"The grant herein is without prejudice to such actions as the Commission may deem warranted as the result of its final determinations (1) with respect to the conclusions and recommendations set forth in the Report of the Network Study Staff (2) with respect to related studies and inquiries now being considered or conducted by the Commission; and (3) with respect to pending anti-trust matters relating to NBC and RCA."

It is further ordered, That, to avail itself of the opportunity to be heard, the applicant herein, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mail-

ing of this order, file with the Commission, in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this order.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6707; Filed, Aug. 12, 1959;
8:51 a.m.]

[Docket No. 13150]

PATTERSON SHRIMP CO., INC.

Order To Show Cause

In the matter of Patterson Shrimp Company, Inc., P.O. Box 98, Patterson, Louisiana, Docket No. 13150; order to show cause why there should not be revoked the license for Radio Station WC-3826 aboard the vessel "Howard Rochel."

There being under consideration the matter of certain alleged violations of the Commission's rules in connection with the operation of the above-captioned station;

It appearing that, pursuant to § 1.61 of the Commission's rules, written notice of violation of the Commission's rules was served upon the above-named licensee as follows:

Official Notice of Violation, dated February 12, 1959, alleging that on January 28, 1959, at 3:00 p.m., the subject station was observed in violation of § 8.136(e) of the Commission's rules, which requires suppression of an emission outside the authorized emission bandwidth when such emission creates harmful interference to other authorized services. (The radiotelephone installation on board the vessel was observed to be creating serious interference on a frequency of 5660 kc. due to inadequate suppression of the 2nd harmonic of 2830 kc.)

It further appearing that, the above-named licensee received said Official notice but did not make satisfactory reply thereto, whereupon the Commission, by letter dated March 30, 1959, and sent by Certified Mail—Return Receipt Requested (No. 34728), brought this matter to the attention of the licensee and requested that such licensee respond to the Commission's letter within fifteen days from the date of its receipt stating the measures which had been taken, or were being taken, in order to bring the operation of the radio station into compliance with the Commission's rules, and warning the licensee that his failure to respond to such letter might result in the institution of proceedings for the revocation of the radio station license; and

It further appearing that receipt of the Commission's letter was acknowledged by the signature of the licensee's agent, W. B. Kruegay, on March 31, 1959, to a Post Office Department return receipt; and

It further appearing that, although more than fifteen days have elapsed since the licensee's receipt of the Commission's letter, no response was made thereto; and

It further appearing that, in view of the foregoing, the licensee has willfully violated § 1.61 of the Commission's rules; *It is ordered*, This 7th day of August 1959, pursuant to section 312(a) (4) and (c) of the Communications Act of 1934, as amended, and section 0.291(b) (8) of the Commission's Statement of Delegations of Authority, that the said licensee show cause why the license for the above-captioned Radio Station should not be revoked and appear and give evidence in respect thereto at a hearing¹ to be held at a time and place to be specified by subsequent order; and

It is further ordered, That the Secretary send a copy of this order by Certified Mail—Return Receipt Requested to the said licensee.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6708; Filed, Aug. 12, 1959;
8:51 a.m.]

[Docket Nos. 12315, 12316; FCC 59M-1013]

SHEFFIELD BROADCASTING CO. AND J. B. FALT, JR.

Order Rescheduling Hearing

In re applications of Iralee W. Benns, tr/as Sheffield Broadcasting Co., Sheffield, Alabama, Docket No. 12315, File No. BP-11130; J. B. Falt, Jr., Sheffield, Alabama, Docket No. 12316, File No. BP-11559; for construction permits.

Upon verbal request by counsel for both applicants in the above-entitled

¹Section 1.62 of the Commission's rules provides that a licensee, in order to avail himself of the opportunity to be heard, shall, in person or by his attorney, file with the Commission, within thirty days of the receipt of the order to show cause, a written statement stating that he will appear at the hearing and present evidence on the matter specified in the order. In the event it would not be possible for respondent to appear for hearing in the proceeding if scheduled to be held in Washington, D.C., he should advise the Commission of the reasons for such inability within five days of the receipt of this order. If the licensee fails to file an appearance within the time specified, the right to a hearing shall be deemed to have been waived. Where a hearing is waived, a written statement in mitigation or justification may be submitted within thirty days of the receipt of the order to show cause. If such statement contains, with particularity, factual allegations denying or justifying the facts upon which the show cause order is based, the Hearing Examiner may call upon the submitting party to furnish additional information, and shall request all opposing parties to file an answer to the written statement and/or additional information. The record will then be closed and an initial decision issued on the basis of such procedure. Where a hearing is waived and no written statement has been filed within the thirty days of the receipt of the order to show cause, the allegations of fact contained in the order to show cause will be deemed as correct and the sanctions specified in the order to show cause will be invoked.

No. 158—6

proceeding: *It is ordered*, This 7th day of August 1959, that hearing herein will be held at 10:00 o'clock a.m., September 2, 1959, in the Commission's offices, Washington, D.C.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6709; Filed, Aug. 12, 1959;
8:51 a.m.]

[Docket No. 13054; FCC 59-817]

SUBURBAN BROADCASTING CO., INC. (WVIP)

Order Designating Application for Hearing on Stated Issues

In re application of Suburban Broadcasting Company, Inc. (WVIP) Mount Kisco, New York, Has: 1310 kc, 1 kw, DA-D, Req: 1310 kc, 5 kw, DA-D, Docket No. 13054, File No. BP-12258; For construction permit for standard broadcast station.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 29th day of July 1959;

The Commission having under consideration the above-captioned and described application;

It appearing that, except as indicated by the issues specified below, the instant applicant is legally, technically, and financially, and otherwise qualified to construct and operate the instant proposal; and

It further appearing that, pursuant to section 309(b) of the Communications Act of 1934, as amended, the Commission, in a letter dated June 11, 1959, and incorporated herein by reference, notified the applicant, and any other known parties in interest, of the grounds and reasons for the Commission's inability to make a finding that a grant of the application would serve the public interest, convenience and necessity; and that a copy of the aforementioned letter is available for public inspection at the Commission's offices; and

It further appearing that the applicant filed a timely reply to the aforementioned letter, which reply has not, however, entirely eliminated the grounds and reasons precluding a grant without hearing of the application; and in which the applicant stated that it would appear at a hearing on the instant application; and

It further appearing that, after consideration of the foregoing and the applicant's reply, the Commission is still unable to make the statutory finding that a grant of the application would serve the public interest, convenience, and necessity; and is of the opinion that the application must be designated for hearing on the issues specified below;

It is ordered, That, pursuant to section 309(b) of the Communications Act of 1934, as amended, the instant application is designated for hearing, at a time and

place to be specified in a subsequent Order, upon the following issues:

1. To determine the areas and populations which may be expected to gain or lose primary service from the proposed operation of Station WVIP and the availability of other primary service to such areas and populations.

2. To determine whether the instant proposal of Suburban Broadcasting Company, Inc. would involve objectionable interference to Station WICH, Norwich, Connecticut, Station WAVZ, New Haven, Connecticut, Station WEVD, New York, New York, or any other existing standard broadcast stations, and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

3. To determine whether interference received from Stations WJLK, Asbury Park, New Jersey and WAVZ, New Haven, Connecticut, would affect more than ten percent of the population within the normally protected primary service area of the instant proposal of Suburban Broadcasting Company, Inc., in contravention of § 3.28(c) (3) of the Commission rules, and, if so, whether circumstances exist which would warrant a waiver of said Section.

4. To determine whether the instant proposal of Suburban Broadcasting Company, Inc. is in compliance with § 3.24(b) (7) of the Commission rules concerning population within the 1000 mv/m contour, and, if not, whether circumstances exist which would warrant a waiver of said Section.

5. To determine whether the transmitter site proposed by Suburban Broadcasting Company, Inc. is satisfactory with particular regard to any conditions that may exist in the vicinity of the antenna system which would distort the proposed antenna radiation pattern.

6. To determine, in the light of the evidence adduced, pursuant to the foregoing issues, whether a grant of the instant application would serve the public interest, convenience, and necessity.

It is further ordered, That Eastern Connecticut Broadcasting Company, The WAVZ Broadcasting Corporation, and Debs Memorial Radio Fund, Incorporated, licensees of Stations WICH, WAVZ, and WEVD, respectively, are made parties to the proceeding.

It is further ordered, That, to avail themselves of the opportunity to be heard, the applicant and respondents herein, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this order, file with the Commission, in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this order.

Released: August 10, 1959.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F.R. Doc. 59-6710; Filed, Aug. 12, 1959;
8:51 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 10744]

LINEA EXPRESA BOLIVAR, C. A.

Notice of Prehearing Conference

Notice is hereby given, pursuant to the Federal Aviation Act of 1958, that a prehearing conference in the above-entitled matter is assigned to be held on August 18, 1959, at 10:00 a.m., e.d.s.t., in Room 1027, Universal Building, Connecticut and Florida Avenues NW., Washington, D.C., before Examiner Curtis C. Henderson.

Dated at Washington, D.C., August 10, 1959.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 59-6712; Filed, Aug. 12, 1959;
8:52 a.m.]

FEDERAL POWER COMMISSION

[Docket No. G-7009]

COLUMBIAN FUEL CORP.

Notice of Application and Date of Hearing

AUGUST 7, 1959.

Take notice that Columbian Fuel Corporation (Columbian) (Applicant), an independent producer with its principal place of business in New York, New York filed, on November 30, 1954, an application for a certificate of public convenience and necessity, pursuant to section 7(c) of the Natural Gas Act, authorizing the Applicant to sell natural gas as hereinafter described, subject to the jurisdiction of the Commission, all as more fully represented in the application which is on file with the Commission and open to public inspection.

Applicant proposes to sell natural gas to United Fuel Gas Company (United) from acreage located in Pike, Floyd, Knott, Perry, Letcher, Breathitt, Morgan, Lawrence, and Johnson Counties, Kentucky pursuant to contract, as amended, between Columbian as seller, and United as buyer dated November 18, 1931.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on September 23, 1959 at 9:30 a.m., e.d.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such application: *Provided, however*, That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, un-

less otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before September 11, 1959. Failure of any party to appear at and participate in the hearing shall be construed as waiver of and concurrence in omission herein of the intermediate decision procedure in cases where a request therefor is made.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-6677; Filed, Aug. 12, 1959;
8:47 a.m.]

[Docket Nos. G-4709-G-4711]

MURPHY CORP. ET AL.

Notice of Applications and Date of Hearing

AUGUST 7, 1959.

In the matters of Murphy Corporation, and Theodosia M. Nolan,¹ Docket Nos. G-4709, G-4711; Murphy Corporation, Theodosia M. Nolan, Bertie M. Deming, and Caroline M. Keller,² Docket No. G-4710.

Take notice that the above designated applicants, independent producers, with their principal place of business in care of Mr. J. A. O'Connor, Jr., 303 Murphy Building, El Dorado, Texas, have filed on March 19, 1956, amendments to the original applications filed on November 5, 1954 by C. H. Murphy, Jr., and Bertie W. Murphy, Co-Executors of the Estate of C. H. Murphy, deceased, for certificates of public convenience and necessity, pursuant to section 7(c) of the Natural Gas Act, authorizing the applicants to sell natural gas as hereinafter described, subject to the jurisdiction of the Commission, all as more fully represented in the applications which are on file with the Commission and open to public inspection.

The amended applications in Docket Nos. G-4709 through G-4711, inclusive, were heard on March 29, 1956 in consolidation with Docket Nos. G-4695, et al. The order issued therein did not issue certificates of public convenience and necessity in the above dockets pending settlement of the Estate of C. H. Murphy.

Docket No., Field and Location, and Purchaser

G-4709; Bear Creek-Bryceland Field, Bienville Parish, La.; Southern Natural Gas Co.

G-4710; Bryceland Field, Bienville Parish, La.; Texas Eastern Transmission Corp.

G-4711; Ruston Field, Lincoln Parish, La.; Mississippi River Fuel Corp.

These related matters should be heard on a consolidated record and disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject

¹Substituted for the Estate of C. H. Murphy, by amendment, filed March 19, 1956.

to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on September 23, 1959, at 9:30 a.m., e.d.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such applications: *Provided, however*, That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before September 11, 1959. Failure of any party to appear at and participate in the hearing shall be construed as waiver of and concurrence in omission herein of the intermediate decision procedure in cases where a request therefor is made.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-6678; Filed, Aug. 12, 1959;
8:47 a.m.]

[Docket No. G-18860]

NATURAL GAS PIPELINE COMPANY OF AMERICA

Notice of Application and Date of Hearing

AUGUST 7, 1959.

Take notice that on June 26, 1959, Natural Gas Pipeline Company of America (Applicant) filed in Docket No. G-18860 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing Applicant to receive natural gas withdrawals made by Northern Illinois Gas Company (Northern Illinois) from the latter's Troy Grove Storage Reservoir and to redeliver like quantities to Northern Illinois by displacement at Applicant's meter station near Joliet, Illinois, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

The purpose of the proposed receiving, transporting and redelivering of gas by Applicant is to permit Northern Illinois to make test withdrawals from the said Troy Grove Reservoir at intermittent periods from December 1, 1959, to April 30, 1960, inclusive, in a total amount of approximately 500,000 Mcf. The withdrawal periods are proposed to be of four to six days in duration, with daily withdrawals of approximately 20,000 Mcf but with an occasional increase to 40,000 Mcf daily.

The foregoing operations will be made pursuant to a letter agreement dated June 12, 1959, between Applicant and Northern Illinois, which further states

that receipt and redelivery of gas shall be made only at such times as Applicant can accommodate the same without interfering with deliveries to its other customers and that Applicant will make no charge for such receipt and redelivery of gas.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on September 15, 1959, at 9:30 a.m., e.d.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such application: *Provided, however*, That the Commission may, after a non-contested hearing dispose of the proceedings pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before September 4, 1959. Failure of any party to appear at and participate in the hearing shall be construed as waiver of and concurrence in omission herein of the intermediate decision procedure in cases where a request therefor is made.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-6679; Filed, Aug. 12, 1959;
8:47 a.m.]

[Docket No. G-16283]

TENNESSEE GAS TRANSMISSION CO. Notice of Application and Date of Hearing

AUGUST 7, 1959.

Take notice that Tennessee Gas Transmission Company (Tennessee), with its principal place of business in the Commerce Building, Houston, Texas filed, on September 10, 1958, an application for a certificate of public convenience and necessity, pursuant to section 7(c) of the Natural Gas Act, authorizing Tennessee to sell natural gas as herein-after described, subject to the jurisdiction of the Commission, all as more fully represented in the application which is on file with the Commission and open to public inspection.

Tennessee proposes to sell natural gas to Boswell-Frutes Company (Boswell) from the Caddo Dome Field, Carter County, Oklahoma. The proposed sale is covered by contract dated May 28,

1958, between Tennessee as seller and Boswell as buyer, which is on file with the Commission as Tennessee's Gas Rate Schedule F-39.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on September 23, 1959 at 9:30 a.m., e.d.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such application: *Provided, however*, That the Commission may, after a non-contested hearing, dispose of the proceeding pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Tennessee to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before September 11, 1959. Failure of any party to appear at and participate in the hearing shall be construed as waiver of and concurrence in omission herein of the intermediate decision procedure in cases where a request therefor is made.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59-6680; Filed, Aug. 12, 1959;
8:47 a.m.]

OFFICE OF CIVIL AND DEFENSE MOBILIZATION

GEOFFREY BAKER

Appointee's Statement of Changes in Business Interests

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No change since previous report, published April 2, 1959 (24 F.R. 2579).

Dated: August 1, 1959.

GEOFFREY BAKER.

[F.R. Doc. 59-6657; Filed, Aug. 12, 1959;
8:45 a.m.]

HAROLD S. BLACKMAN

Appointee's Statement of Changes in Business Interests

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No change since last submission of statement, published April 2, 1959 (24 F.R. 2579).

Dated: August 1, 1959.

HAROLD S. BLACKMAN.

[F.R. Doc. 59-6658; Filed, Aug. 12, 1959;
8:45 a.m.]

GORDON B. CARSON

Appointee's Statement of Changes in Business Interests

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No changes since last submission of statement, published February 12, 1959 (24 F.R. 1118).

Dated: August 1, 1959.

GORDON B. CARSON.

[F.R. Doc. 59-6659; Filed, Aug. 12, 1959;
8:45 a.m.]

CHARLES J. HEDLUND

Appointee's Statement of Changes in Business Interests

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

I am a director of the following corporations:

Esso Export Corporation.
Esso Tankers, Inc.

I am a stockholder of the following corporations:

Standard Oil Company (N.J.).
Columbia Gas System.
Phillips Lamp.
G-L Electronics.
American Cyanamid.

This amends statement published February 12, 1959 (24 F.R. 1118).

Dated: July 30, 1959.

CHARLES J. HEDLUND.

[F.R. Doc. 59-6660; Filed, Aug. 12, 1959;
8:45 a.m.]

PETER HENLE

Appointee's Statement of Changes in Business Interests

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No changes since last submission of statement, published February 12, 1958 (24 F.R. 1118).

Dated: August 1, 1959.

PETER HENLE.

[F.R. Doc. 59-6661; Filed, Aug. 12, 1959;
8:45 a.m.]

DAVID C. HOLUB**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No change since statement, published April 16, 1959, (24 F.R. 2920).

Dated: August 1, 1959.

DAVID C. HOLUB.

[F.R. Doc. 59-6662; Filed, Aug. 12, 1959; 8:45 a.m.]

MINOR S. JAMESON, JR.**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

Savanna Creek Gas and Oil, Limited.

This amends statement published February 10, 1959 (24 F.R. 993).

Dated: July 12, 1959.

MINOR S. JAMESON, Jr.

[F.R. Doc. 59-6663; Filed, Aug. 12, 1959; 8:45 a.m.]

JOSEPH D. KEENAN**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

Bought:

National Bank of Bethesda, Chevy Chase, Md.
Standard Oil of California.
Standard Oil of New Jersey.
Northern States Power.

This amends statement published April 25, 1959 (24 F.R. 3261).

Dated: August 1, 1959.

JOSEPH D. KEENAN.

[F.R. Doc. 59-6664; Filed, Aug. 12, 1959; 8:45 a.m.]

GEORGE ROSS LeSAUVAGE**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No changes since last report, published April 14, 1959 (24 F.R. 2839).

Dated: August 1, 1959.

GEORGE ROSS LeSAUVAGE.

[F.R. Doc. 59-6665; Filed, Aug. 12, 1959; 8:45 a.m.]

RUSSELL C. MCCARTHY**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

Addition: Riley Stoker Corporation.

This amends statement published February 12, 1959 (24 F.R. 1118).

Dated: August 1, 1959.

RUSSELL C. MCCARTHY.

[F.R. Doc. 59-6666; Filed, Aug. 12, 1959; 8:45 a.m.]

PHILIP N. POWERS**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

Sabre Pinon (deletion).
Firth Sterling Co. (deletion).
Internuclear Company.
Midwest Piping.
Trans World Airlines.

This amends statement published February 27, 1959 (24 F.R. 1490).

Dated: August 1, 1959.

PHILIP N. POWERS.

[F.R. Doc. 59-6667; Filed, Aug. 12, 1959; 8:46 a.m.]

E. D. REEVES**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No changes since last submission of statement, published February 21, 1959 (24 F.R. 1351).

Dated: August 1, 1959.

E. D. REEVES.

[F.R. Doc. 59-6668; Filed, Aug. 12, 1959; 8:46 a.m.]

THOMAS R. REID**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

Deletion: American Natural Gas Company.

This amends statement published February 21, 1959 (24 F.R. 1351).

Dated: August 1, 1959.

THOMAS R. REID.

[F.R. Doc. 59-6669; Filed, Aug. 12, 1959; 8:46 a.m.]

STANLEY RUTTENBERG**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No changes since last submission of statement, published February 27, 1959 (24 F.R. 1490).

Dated: August 1, 1959.

STANLEY RUTTENBERG.

[F.R. Doc. 59-6670; Filed, Aug. 12, 1959; 8:46 a.m.]

ERNEST A. TUPPER**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

American Can Company.

This amends statement published March 24, 1959 (23 F.R. 2285).

Dated: August 13, 1959.

ERNEST A. TUPPER.

[F.R. Doc. 59-6671; Filed, Aug. 12, 1959; 8:46 a.m.]

J. E. WARREN**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

Additions: None.

Deletions:

Burroughs Corp.
Sperry Rand Corp.

This amends statement published February 12, 1959 (24 F.R. 1118).

Dated: August 1, 1959.

J. E. WARREN.

[F.R. Doc. 59-6672; Filed, Aug. 12, 1959; 8:46 a.m.]

R. CARTER WELLFORD**Appointee's Statement of Changes in Business Interests**

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

No changes since last submission of statement, published February 12, 1959 (24 F.R. 1118).

Dated: August 1, 1959.

R. CARTER WELLFORD.

[F.R. Doc. 59-6674; Filed, Aug. 12, 1959; 8:46 a.m.]

WILLIAM WEBSTER

Appointee's Statement of Changes in Business Interests

The following statement lists the names of concerns required by subsection 710(b) (6) of the Defense Production Act of 1950, as amended.

Add:

The Corporation of Mass. Institute of Technology, Member.

New England Electric System, President (change in title) & Director.

Atomic Industrial Forum, Vice President & Director.

The MITRE Corporation, Trustee.

Edison Electric Institute, Director.

Investments: Alco Oil & Chemical Co.
Delete: Atomic Power Development Associates, Inc., Director.

This amends statement published February 12, 1959 (24 F.R. 1118).

Dated: August 1, 1959.

WILLIAM WEBSTER.

[F.R. Doc. 59-6673; Filed, Aug. 12, 1959; 8:46 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 1-2645]

F. L. JACOBS CO.

Order Summarily Suspending Trading

AUGUST 7, 1959.

I. The common stock, \$1.00 par value, of F. L. Jacobs Co. is registered on the New York Stock Exchange and admitted to unlisted trading privileges on the Detroit Stock Exchange, national securities exchanges, and

II. The Commission on February 11, 1959, issued its order and notice of hearing under section 19(a) (2) of the Securities Exchange Act of 1934 to determine at a hearing beginning March 16, 1959, whether it is necessary or appropriate for the protection of investors to suspend for a period not exceeding twelve months, or to withdraw, the registration of the capital stock of F. L. Jacobs Co. on the New York Stock Exchange and Detroit Stock Exchange for failure to comply with section 13 of the Act and the rules and regulations thereunder.

On July 30, 1959, the Commission issued its order summarily suspending trading of said securities on the exchanges pursuant to section 19(a) (4) of the Act for the reasons set forth in said order to prevent fraudulent, deceptive or manipulative acts or practices for a period of ten days ending August 9, 1959.

III. The Commission being of the opinion that the public interest requires the summary suspension of trading in such security on the New York Stock Exchange and Detroit Stock Exchange and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the further opinion that such suspension is necessary in order to prevent fraudulent,

deceptive or manipulative acts or practices, trading in the stock of F. L. Jacobs Co. will be unlawful under section 15(c) (2) of the Securities Exchange Act of 1934 and the Commission's Rule 240.15c2-2 (17 CFR 240.15c2-2) thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of such security, otherwise than on a national securities exchange.

It is ordered, Pursuant to section 19(a) (4) of the Securities Exchange Act of 1934 that trading in said security on the New York Stock Exchange and Detroit Stock Exchange be summarily suspended in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for a period of ten (10) days, August 10, 1959, to August 19, 1959, inclusive.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 59-6685; Filed, Aug. 12, 1959; 8:48 a.m.]

[File No. 2-10322]

SUNRISE SUPERMARKETS CORP.

Notice of Application for Exemption

AUGUST 7, 1959.

Notice is hereby given that Sunrise Supermarkets Corporation, a New York corporation, ("applicant"), has filed an application pursuant to Rule 15d-20 of the general rules and regulations under the Securities Exchange Act of 1934 (17 CFR 240.15d-20) for an order exempting the issuer from the operation of section 15(d) of the Act with respect to the duty to file any reports required by that Section and the rules and regulations thereunder.

Rule 15d-20 permits the Commission upon application and subject to appropriate terms and conditions, to exempt an issuer from the duty to file annual and other periodic reports if the Commission finds that all of the outstanding securities of the issuer are held of record, as therein defined, that the number of such record holders does not exceed 50 persons and that the filing of such reports is not necessary in the public interest or for the protection of investors.

The application states with respect to the request for exemption from the reporting requirements of section 15(d) of the Act, as follows:

(1) All the outstanding securities of the applicant are owned of record and the number of holders thereof does not exceed 50 persons.

(2) That the Grand Union Company has acquired 99.4 percent of the outstanding common shares pursuant to an exchange offer.

Notice is further given that an order granting the application upon such terms and conditions as the Commission may deem necessary or appropriate may be issued by the Commission at any time on or after August 24, 1959 unless prior

thereto a hearing is ordered by the Commission. Any interested persons may, not later than August 21, 1959, submit to the Commission in writing his views or any additional facts bearing upon the application or the desirability of a hearing thereon, or request the Commission in writing that a hearing be held thereon. Any such communication or request should be addressed Secretary, Securities and Exchange Commission, Washington 25, D.C. and should state briefly the nature of the interest of the person submitting such information or requesting such a hearing, the reasons for such request and the issues of fact or law raised by the application which he desires to contravene.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 59-6686; Filed, Aug. 12, 1959; 8:48 a.m.]

SMALL BUSINESS ADMINISTRATION

[Delegation of Authority 30-VIII-13]

CHIEF, LOAN ADMINISTRATION SECTION

Delegation of Authority Relating to Financial Assistance Functions

I. Pursuant to the authority delegated to the Chief, Financial Assistance Division, by Delegation No. 30-VIII-1 (Revision 1), as amended (22 F.R. 6390, 24 F.R. 1673, 5516), there is hereby delegated to the Chief, Loan Administration Section, the following authority:

A. *Specific.* To take the following actions in accordance with the limitations of such delegations set forth in SEA-500 Financial Assistance Manual:

1. To approve, after disbursement or partial disbursement, the salary of new employees, not to exceed \$10,000 per annum.

2. To take the following actions in all loans except those loans classified as "problem loans" or "in liquidation":

(a) Extend to the maturity of a loan or to a date prior to the maturity, one monthly principal payment in any calendar year, and not more than a total of four such payments during the term of the loan, or one quarterly principal installment payment during the term of the loan, for loans with principal balances not exceeding \$100,000.

(b) Carry loans which are delinquent or past due not more than three months in such status for an additional period of not more than six months when the principal balances of such loans do not exceed \$100,000.

(c) Extend the maturity of loans (within the statutory limitations) when the principal balances of such loans do not exceed \$100,000.

(d) Approve or decline requests for changes in the repayment terms of notes for loans with principal balances not exceeding \$100,000.

(e) Waive amounts due under net earnings clause.

(f) Approve requests to exceed fixed assets limitations and waive violations of this limitation.

(g) Approve payment of cash or stock dividends, payment of bonuses, increases in salaries, employment of new personnel, and waivers of violation of salary and bonus limitations, provided the bonuses and/or salary to be paid are reasonable and that consent will not be given to any such payment if the payment will impair the borrower's cash position and if the loan is not current in all respects at the time the payment is made.

(h) Approve changes in use of loan proceeds in connection with partially disbursed loans.

(i) Waive violations of agreements to maintain working capital of a specified amount.

3. To do and to perform all and every act and thing requisite, necessary and proper to be done for the purpose of effecting the servicing, administration and liquidation of any disaster loan including, without limiting the generality of the foregoing, all powers, terms, conditions, and provisions as authorized herein for other loans. Said powers, terms, conditions and provisions shall apply to all documents, agreements or other instruments heretofore or hereafter executed in connection with any loan included in the above functions where such documents, agreements or other instruments are now, or shall be hereafter, in the name of the Reconstruction Finance Corporation or the Small Business Administration.

4. To take the following actions in the administration, collection and liquidation of business or disaster loans:

(a) Approve or reject substitutions of accounts receivable and inventories.

(b) Release, or consent to the release of inventories, accounts receivable or cash collateral, real or personal property, offered as collateral on loan, including the release of all collateral when loan is paid in full.

(c) Release dividends on life insurance policies held as collateral for loans, approve the application of same against premiums due; release or consent to the release on participation loans, of insurance funds covering loss or damage to property securing the loan and expired hazard insurance policies.

(d) Approve the sale of real or personal property and the exchange of equipment held as collateral on loans.

(e) Defer until final maturity date payments on principal falling due prior to or within thirty days after initial disbursement and provide for the coincidence of principal and interest payments.

5. To take peaceable custody of collateral, as mortgagee in possession thereof or otherwise, whenever such action becomes necessary to protect the interests of or a loan made by SBA; to take all steps necessary for the preservation and protection of the property, pending foreclosure of the lien and sale of the collateral; and, to obligate the Administration in an amount not in excess of a total of \$1,000 for any one loan,

for these expenditures as may be required to accomplish these purposes.

6. To enter into written arrangements with custodians or caretakers of collateral covering their services, which shall not have the effect of making such persons employees of SBA but shall be limited to their temporary services for the specific purpose involved.

7. To enter into written arrangements with owners of premises, when it is necessary to use a building not part of the loan collateral for the storage of chattels pending foreclosure and sale, for a period of not more than 90 days including a period of 10 days after the date of sale of the collateral to permit orderly removal of the property from the premises.

8. To post indemnity or other bonds in proceedings in cases where such undertakings are required by State law.

B. *Correspondence.* To sign all non-policy making correspondence, except Congressional correspondence, relating to the financial assistance functions.

II. The specific authority delegated herein may not be redelegated.

III. All authority delegated herein may be exercised by any SBA employee designated as Acting Chief, Loan Administration Section.

Effective date: June 22, 1959.

GLENN A. SWANSON,
Chief, Financial Assistance Division,
Minneapolis Regional Office.

[F.R. Doc. 59-6625; Filed, Aug. 11, 1959;
8:46 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATIONS FOR RELIEF

AUGUST 10, 1959.

Protests to the granting of an application must be prepared in accordance with Rule 40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 35615: *Sugar from Montana and Washington to interstate points.* Filed by Trans-Continental Freight Bureau, Agent (No. 362), for interested rail carriers. Rates on sugar, beet or cane, in carloads from specified points in Montana and Washington to points in Illinois, Indiana, Iowa, Kansas, Minnesota, Missouri, Nebraska and Wisconsin.

Grounds for relief: Market competition and restore origin relationships.

Tariffs: Supplement 24 to Trans-Continental Freight Bureau tariff I.C.C. 1612. Supplement 45 to Trans-Continental Freight Bureau tariff I.C.C. 1604.

FSA No. 35616: *Iron and steel articles—Illinois points to Corpus Christi, Tex.* Filed by Southwestern Freight Bureau, Agent (No. B-7587), for interested rail carriers. Rates on iron and steel articles, in carloads from Federal, Rock Falls, and Sterling, Ill., to Corpus Christi, Tex.

Grounds for relief: Barge competition.

Tariff: Supplement 63 to Southwestern Freight Bureau tariff I.C.C. 4308.

FSA No. 35617: *Iron and steel articles—Alameda, Tex., to the south.* Filed by Southwestern Freight Bureau, Agent (No. B-7607), for interested rail carriers. Rates on iron and steel articles, carloads from Alameda, Tex., to points in southern territory, including Mississippi River crossings, Memphis, Tenn., and South.

Grounds for relief: Market competition.

Tariff: Supplement 63 to Southwestern Freight Bureau tariff I.C.C. 4308.

FSA No. 35618: *Fertilizer from the south to I.F.A., W.T.L., and southwestern territories.* Filed by O. W. South, Jr., Agent (No. A-3831), for interested rail carriers. Rates on fertilizer and fertilizer materials, in carloads from points in Kentucky, Louisiana, Mississippi, and Tennessee, also Helena, Ark., to points in Illinois Freight Association, Western Trunk Line, and southwestern territories.

Grounds for relief: Market competition, short-line distance formula, and grouping.

Tariff: Supplements Nos. 46, 13, and 71 to Southern Freight Association tariffs I.C.C. 1568, 1637, and 1522, respectively.

By the Commission,

[SEAL]

HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 59-6688; Filed, Aug. 12, 1959;
8:48 a.m.]

[Notice 167]

MOTOR CARRIER TRANSFER PROCEEDINGS

AUGUST 10, 1959.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 179), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC 62263. By order of August 5, 1959 The Transfer Board approved the transfer to Rizzo Trucking, Inc., Brooklyn, New York, of the operating rights in Certificate No. MC 42286, issued May 5, 1954, to Michael Antonelli, doing business as M. Antonelli Trucking, Brooklyn, New York, authorizing the transportation, over irregular routes, of packing house products, bulbs, nursery stock, fertilizer, and bees wax, from and to specified points in New York, New Jersey, and Connecticut. Morris Honig, 150 Broadway, New York 38, New York.

No. MC-FC 62273. By order of August 6, 1959, the Transfer Board approved the transfer to Thomas J. Brady, doing business as B. & P. Transportation, Wyckoff, New Jersey, of the operating rights in Permit No. MC 112748, issued February 1, 1955, to Abe Green, doing business as Abe Green Silk Transportation, and acquired by Louis D. Duva, doing business as Abe Green Silk Transportation, Totowa, New Jersey, pursuant to MC-FC 61594, authorizing the transportation, over irregular routes, of cloth piece goods, between Paterson, N.J., and New York, N.Y. John M. Zachara, P.O. Box 2860, Paterson, N.J., for applicants.

No. MC-FC 62376. By order of August 5, 1959, the Transfer Board approved the transfer to Terminal Transfer Company, Corporation, Kansas City, Mo., of Certificate in No. MC 71035, issued May 24, 1950, to J. T. Trantum and Frances L. Trantum, a partnership, doing business as Wyandotte Transfer Company, Kan-

sas City, Kans., authorizing the transportation of: General commodities, excluding household goods, commodities in bulk and other specified commodities, between points in Kansas City and North Kansas City, Mo., Kansas City, Kans., and those within 10 miles of each; structural steel, steel, plate, articles of steel plate and erection machinery, tools and supplies, between points in Kansas and Missouri. Henry B. Vess, Jr., 216 East 10th Street, Kansas City 6, Mo.

No. MC-FC 62440. By order of August 5, 1959, the Transfer Board approved the transfer to Lynn Cox of Woodruff, Utah, of Certificates Nos. MC 96170 and MC 96170 Sub 1, issued May 6, 1941 and August 14, 1943, in the name of Alden N. Hodges, of Smithfield, Utah, authorizing the transportation of flour and mill feeds, over irregular routes, from Smithfield and Logan, Utah, and Malad City, Idaho, to Evanston, Fort Bridger, Urie, Mountainview, Lyman, Granger, Opal,

Diamondville, La Barge, Big Piney, Daniel, Pinedale, Boulder, Farson, Eden, Rock Springs, Green River, Fossil, Sage, Cokeville, Smoot, Afton, Grover, Fairview, Bedford, Thayne, Freedom, and Egna, Wyo.; from Malad City, Idaho, to Randolph and Woodruff, Utah.; coal, from Kemmerer, Wyo., and points within 8 miles of Kemmerer, to Laketown, Garden City, and Smithfield, Utah, and points within 2 miles of Laketown, Garden City, and Smithfield; and coal, from points in Sweetwater, Lincoln and Uinta Counties, Wyo., to Laketown and Garden City, Utah, and points in Cache County, Utah, and return with no transportation for compensation.

Lynn Cox, Woodruff, Utah, for transferee. Alden N. Hodges, 155 East First South, Smithfield, Utah, for transferor.

[SEAL]

HAROLD D. MCCOY,
Secretary.[F.R. Doc. 59-6689; Filed, Aug. 12, 1959;
8:48 a.m.]

CUMULATIVE CODIFICATION GUIDE—AUGUST

A numerical list of the parts of the Code of Federal Regulations affected by documents published to date during August. Proposed rules, as opposed to final actions, are identified as such.

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